

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ILLINOIS**

16CV2432
JUDGE GETTLEMAN
MAG. JUDGE FINNEGAN

MARVIN FAULKNER and

SAMUEL C. UMUNNA;

[Plaintiff(s) herein, come

Individually of themselves];

Plaintiff(s),

v.

ANNA M. LOFTUS;
WILLIAM FARROW;
PIERCE & ASSOCIATES;
FEDERAL DEPOSIT
INSURANCE CORP;
URBAN PARTNERSHIP BANK;
SHOREBANK;
JENNER & BLOCK LLP;
CHUHAK & TECSON, P.C.;
MICHAEL A. EURICH;
VILLA CAPITAL PROPERTIES;
GEORGE F. SCULLY JR.;
ELIZABETH LYONS;
DARRLY B. SIMKO;
CITY OF CHICAGO;
ALFRED M. SWANSON JR;
LASALLE BANK NATIONAL, as Trustee)
for Certificate Holders of Bear Stearns Asset)
Backed Securities I, LLC, Asset-Backed;)
Certificates, Series 2007-HE6;)
MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS;)
ENCORE CREDIT;)
EMC MORTGAGE CORPORATION;)
BEAR STEARNS ASSET BACKED)
SECURITIES I LLC;)
NATIONSTAR MORTGAGE, LLC,)
CITIMORTGAGE, INC.,)
BEAR STEARNS ASSET BACKED)
SECURITIES I TRUST 2007-HE6,)
FEDERAL NATIONAL MORTGAGE)
ASSOCIATION;)

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Case No.:

ALLEGED COUNT(S) UNDER:

-RICO

ALLEGED COUNT(S) UNDER

CLASS-ACTION:

-42 U.S.C 1983

-18 U.S.C. 242

-HATE CRIME

-§1981-CIVIL RIGHTS VIOLATIONS

-§1985(3) DEPRIVATION

-INTENTIONAL TORT

-INTIMIDATION

-PIERCED CORPORATE VEIL

-UNJUST ENRICHMENT

-§ 1986 CONSPIRACY

-EMOTIONAL DISTRESS

HONORABLE JUDGE

FILED

FEB 19 2016

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

**PLAINTIFFS' DEMAND
FOR A TRIAL BY JURY**

ORIGINAL

FIRST FRANKLIN MORTGAGE;)
 US BANK NATIONAL ASSOCIATES;)
 MICHAEL FRANCIS OTTO;)
 MICHAEL N. VARAK;)
 BRYAN GOMEZ)
 KOVITZ, SHIFRIN & NESBIT)
 LAW OFFICE)
 MEREDITH FREEMAN;)
 EDWARD J. LESNIAK;)
 ALEXANDER D. MARKS;)
 PAMELA MCLEAN MEYERSON;)
 BURKE, WARREN, MACKAY &)
 SERRITELLA, P.C.;)
 CHRISTINA PLACE II)
 CONDOMINIUM ASSOCIATION;)
 RAYMOND W. MITCHELL;)
 IRWIN J. SOLGANICK;)
 ALEXANDER P. WHITE;)
 TIMOTHY L. ROWELL;)
 STARR, BEJGIERT, ZINK & ROWELLS;)
 CODILIS & ASSOCIATES;)
 COOK COUNTY SHERIFF'S)
 POLICE DEPARTMENT;)
 SONIA PASQUESI;)
 JOHN AVGERINOS;)
 PAUL AVGERINOS,)
 SAMANTHA L. BABCOCK;)
 STEVEN E. ANDERSON)
 ERIK HUBBARD and)
 HAUSELMAN, RAPPIN &)
 OLSWANG, LTD.)
 [All government defendant(s) are)
 being sued in his/her Individual and/or)
 their Official capacity],)
 Defendant(s),)

VERIFIED COMPLAINT

COMES NOW the Plaintiff(s) (*separately and jointly*); MARVIN FAULKNER
 and SAMUEL C. UMUNNA (collectively, "*The Plaintiffs*"), In part or/and in whole, as
 individually are alleging, herein, this filed "**Verified Complaint**" and *complaining*
 against Defendant(s) ANNA M. LOFTUS; WILLIAM FARROW; PIERCE &

ORIGINAL

ASSOCIATES; FEDERAL DEPOSIT INSURANCE CORPORATION; URBAN
PARTNERSHIP BANK; SHOREBANK; JENNER & BLOCK LLP; CHUHAK &
TECSON, P.C.; MICHAEL A. EURICH; VILLA CAPITAL PROPERTIES; GEORGE
F. SCULLY JR.; ELIZABETH LYONS; DARRLY B. SIMKO; CITY OF CHICAGO;
ALFRED M. SWANSON JR.; LASALLE BANK NATIONAL, as trustee for Certificate
holders of Bear Stearns Asset Back Securities I, LLC, Asset-Backed; Certificates, Series
2007-HE6; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS; ENCORE
CREDIT; EMC MORTGAGE CORPORATION; BEAR STEARNS ASSET BACKED
SECURITIES I LLC; NATIONSTAR MORTGAGE, LLC.; CITIMORTGAGE, INC.;
BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2007-HE6;
FEDERAL NATIONAL MORTGAGE ASSOCIATION; FIRST FRANKLEN
MORTGAGE; US BANK NATIONAL ASSOCIATES; MICHAEL FRANCIS OTTO;
MICHAEL N. VARAK; BRYAN GOMEZ; KOVITZ, SHIFRIN & NESBIT LAW
OFFICE; MEREDITH FREEMAN; EDWARD J. LESNIAK; ALEXANDER D.
MARKS; PAMELA MCLEAN MEYERSON; BURKE, WARREN, MACKAY &
SERRITELLA, P.C.; CHRISTINA PLACE II CONDOMINIUM ASSOCIATION;
RAYMOND W. MITCHELL; IRWIN J. SOLGANICK; ALEXANDER P. WHITE;
TIMOTHY L. ROWELL; STARR, BEJGIERT, ZINK & ROWELL; CODILIS &
ASSOCIATES; COOK COUNTY SHERIFF'S POLICE DEPARTMENT; SONIA
PASQUESI; JOHN AVGERINOS; PAUL AVGERINOS; SAMANTHA L. BABCOCK;
STEVEN E. ANDERSON; ERIK HUBBARD and HAUSELMAN, RAPPIN &
OLSWANG, LTD. (collectively, "*the Defendants*") (*All individual Defendant(s) named*
herein are sued in their official and individual capacities and all Municipal Governmental

entities named herein, as liken are being sued). Plaintiff(s) with their federal question and alleging herein the illicit activities of the defendant(s), set forth, herein this matter, upon information and belief alleges as follow:

I. JURISDICTION AND VENUE:

1. This is a federal question case. This Court has jurisdiction under *18 U.S.C. § 1964(c)* (CIVIL RICO. This Court also has supplemental jurisdiction over Plaintiffs' state law claims under *28 USC § 1367* as these claims are intricately related to Plaintiffs' RICO claim and form part of the same case or controversy. Further, this Court has jurisdiction of the claim herein pursuant to, as aforementioned, *18 USCA § 1964(c)* and *28 USCA § 1331*. This civil action arises under the laws of the United States. Plaintiff is alleging a violation of their rights under Title IX of the Organized Crime Control Act of 1970, as amended, *18 USCA §§ 1961 et seq.*;
2. This Court has jurisdiction over the subject matter of this action pursuant to *28 U.S.C § 1331* and *18 U.S.C. §* for Plaintiff's claims arising under *RICO, §§ 1961 et seq.*
3. Jurisdiction in this case arises under *28 U.S.C. § 1332*, based on diversity of citizenship between the Plaintiffs and the Defendants, and the amount in controversy exceeding of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) - Exclusive of interest and costs;
4. This Court has subject matter jurisdiction over this action pursuant to *28U.S.C § 1331*, as this is a civil action arising under the Constitution, laws, or treaties of the United States;
5. This action is brought pursuant to *42 U.S.C. § 1983* to redress the deprivation under color of law of Plaintiffs' rights as secured by the United States Constitution

deprivation Faulkner's and Umunna's Rights under Federal and State law;

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (e) (1) and (2), because a substantial part of the events giving rise to this claim occurred in this district in which one or more defendant(s) is/are officer or employee of the United States or any agency thereof acting in his official capacity or under color of legal authority, or an agency of the United States, or the United States, may, except as otherwise provided by law, be brought in any judicial district pursuant to 28 U.S.C. § 1391 (e) (1) and (2);

7. Venue herein is proper under 18 USCA § 1965(a) 28 USCA §§ 1391(b);

8. Venue is proper in the United States District Court for the Northern District of Illinois pursuant to 28 U.S.C. § 1391, because the unlawful conduct alleged herein was committed and continues to occur within the boundaries of the Northern District of Illinois;

9. This venue is proper in the United States District Court for the Northern District of Illinois because one or more of the defendant(s) is/are agent(s) or independent agent(s) of the United States Government.

II. PARTIES

A. PLAINTIFF(S):

10. **MARVIN FAULKNER (Also, (Mr.) Faulkner or Plaintiff Faulkner),**

Plaintiff, is a citizen of the United States, and is resident of the State of Illinois

11. **SAMUEL C. UMUNNA (Also, (Mr.) Umunna or Plaintiff Umunna), *Plaintiff*,**

is a citizen of the United States, and is resident of the State of Illinois.

B. DEFENDANT(S):

12. **ANNA M. LOFTUS (Also, (Judge) Loftus or Defendant Loftus), *Defendant*,** is

a citizen of the United States, and is a resident of the State of Illinois.

- A. **LOFTUS** is responsible and can be held liable for her wrongful acts regarding and in relation to herself, her employees and agents, but not limited thereto.
- B. **LOFTUS** is being sued in her individually and in her official capacities.
- C. **LOFTUS** was acting under the authority of her position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".
- D. **LOFTUS** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook (But; not limited, thereto).

13. **WILLIAM FARROW (Also, (Mr.) Farrow or Defendant Farrow),**

Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

- A. **FARROW** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.
- B. **FARROW** is being sued in his individually and in his official capacities.
- C. **FARROW** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".
- D. **FARROW** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto).

14. **PIERCE & ASSOCIATES (Also, Peirce or Defendant Peirce), Defendant,** is a

corporation existing under and by virtue of the laws of the State of Illinois.

A. **PIERCE** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto)

B. **PIERCE** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **PIERCE** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **PIERCE** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

15. **FEDERAL DEPOSIT INSURANCE CORPORATION (Also, FDIC or Defendant FDIC)**, Defendant, is a corporation existing under and by virtue of the laws of the United States.

A. **FDIC** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **FDIC** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **FDIC** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **FDIC** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

16. **URBAN PARTNERSHIP BANK (Also, UPB or Defendant UPB),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois; State of Michigan and the State of Ohio.

A. **UPB** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **UPB** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **UPB** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **UPB** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

17. **SHOREBANK (Also, Defendant ShoreBank),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois; State of Michigan and the State of Ohio.

A. **SHOREBANK** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **SHOREBANK** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **SHOREBANK** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **SHOREBANK** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

18. **JENNER & BLOCK LLP (Also, J&B or Defendant J&B), Defendant**, is a corporation existing under and by virtue of the laws of the State of Illinois; the State of Los Angeles; the State of New York; and the State of Washington DC.

A. **J&B** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **J&B** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **J&B** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **J&B** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

19. **CHUHAK & TECSON, P.C. (Also, C&T or Defendant C&T), Defendant**, is

a corporation existing under and by virtue of the laws of the State of Illinois.

A. **C&T** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **C&T** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **C&T** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **C&T** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

20. **MICHAEL A. EURICH (Also, (Mr.) Eurich or Defendant Eurich),** Defendant, is a citizen of the United State, and is a resident of the State of Illinois.

A. **EURICH** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **EURICH** is being sued in his individually and in his official capacities.

C. **EURICH** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **EURICH** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook (but; not limited, thereto).

21. **VILLA CAPITAL PROPERTIES (Also, VCP or Defendant VCP), Defendant,** is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **VCP** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **VCP** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **VCP** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **VCP** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

22. **GEORGE F. SCULLY JR. (Also, (Judge) Scully Jr. or Defendant Scully), Defendant,** is a citizen of the United States, and is a resident of the States of Illinois.

A. **SCULLY JR.** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **SCULLY JR.** is being sued in his individually and in his official capacities.

C. **SCULLY JR.** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **SCULLY JR.** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

23. **ELIZABETH LYONS (Also, (Miss) Lyons or Defendant Lyons)**, Defendant, is a citizen of the United States, and is a resident of the States of Illinois.

A. **LYONS** is responsible and can be held liable for her wrongful acts regarding and in relation to herself, her employees and agents, but not limited thereto.

B. **LYONS** is being sued in her individually and in her official capacities.

C. **LYONS** was acting under the authority of her position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **LYONS** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

24. **DARRLY B. SIMKO (Also, (Judge) Simko or Defendant Simko)**, Defendant, is a citizen of the United States, and is a resident of the States of Illinois.

A. **SIMKO** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **SIMKO** is being sued in his individually and in his official capacities.

C. **SIMKO** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **SIMKO** is subject to the federal laws governing the United States of

America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

25. **CITY OF CHICAGO** (Also, "**CHICAGO**"), Defendant, is a metropolitan govern by the State of Illinois.

A. **CHICAGO** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **CHICAGO** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **CHICAGO** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **CHICAGO** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

26. **ALFRED M. SWANSON JR.** (Also, (Judge) Swanson Jr. or Defendant Swanson Jr.), Defendant, is a citizen of the United States, and is a resident of the States of Illinois.

A. **SWANSON JR.** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **SWANSON JR.** is being sued in his individually and in his official capacities.

C. **SWANSON JR.** was acting under the authority of his position as “Judge” in the Circuit Court of Cook County, under regulations, customs, usage’s of the State of Illinois, County of Cook, and acting “under the color of law”.

D. **SWANSON JR.** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

27. **LASALLE BANK NATIONAL, as Trustee for Certificate Holders of Bear Stearns Asset Backed Securities I, LLC, Asset-Backed (Also, LaSalle Bank or Defendant LaSalle Bank), Defendant**, is a corporation existing under and by virtue of the laws of the States of Illinois.

A. **LASALLE BANK** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **LASALLE BANK** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **LASALLE BANK** was acting under the authority, regulations, customs, and usage’s of laws in the City of Chicago, County of Cook, State of Illinois “under the color of law”. (But; not limited, thereto).

D. **LASALLE BANK** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

28. **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (Also, MERS or Defendant MERS), Defendant**, is a corporation existing under and by virtue of the laws

of the State of Illinois.

A. **MERS** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **MERS** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **MERS** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **MERS** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

29. **ENCORE CREDIT (Also, Encore or Defendant Encore), Defendant**, is a corporation existing under and by virtue of the laws of the State of

A. **ENCORE** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **ENCORE** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **ENCORE** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **ENCORE** is subject to the federal laws governing the United States of

America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

30. **EMC MORTGAGE CORPORATION (Also, EMC or Defendant EMC),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **EMC** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **EMC** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **EMC** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **EMC** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

31. **BEAR STEARNS ASSET BACKED SECURITIES I LLC (Also, Bear Stearns or Defendant Bear Stearns),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **BEAR STEARNS** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **BEAR STEARNS** is doing business in the State of Illinois, City of

Chicago, and County of Cook and continues doing business therein.

C. **BEAR STEARNS** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **BEAR STEARNS** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

32. **NATIONSTAR MORTGAGE, LLC.**, (Also, Nationstar or Defendant Nationstar), Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **NATIONSTAR** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **NATIONSTAR** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **NATIONSTAR** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **NATIONSTAR** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

33. **CITIMORTGAGE, INC.**, (Also, Citimortgage or Defendant Citimortgage), Defendant, is a corporation existing under and by virtue of the laws of the State of

Illinois.

A. **CITIMORTGAGE** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **CITIMORTGAGE** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **CITIMORTGAGE** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **CITIMORTGAGE** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

34. **BEARN STEARNS ASSET BACKED SECURITIES I TRUST 2007-HE6, A NEW YORK COMMON LAW TRUST ASSOCIATES (Also, Bearn Stearns Trust 2007-HE6 or Defendant Bear Stearns Trust 2007-HE6), Defendant**, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **BEARN STEARNS TRUST 2007-HE6** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **BEARN STEARNS TRUST 2007-HE6** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **BEARN STEARNS TRUST 2007-HE6** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of

Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **BEARN STEARNS TRUST 2007-HE6** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

35. **FEDERAL NATIONAL MORTGAGE ASSOCIATION (Also, Federal Mortgage or Defendant Federal Mortgage)**, *Defendant*, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **FEDERAL MORTGAGE** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **FEDERAL MORTGAGE** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **FEDERAL MORTGAGE** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **FEDERAL MORTGAGE** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

36. **FIRST FRANKLIN MORTGAGE (Also, First Franklin or Defendant First Franklin)**, *Defendant*, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **FIRST FRANKLIN** is responsible and can be held liable for its

wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. FIRST FRANKLIN is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. FIRST FRANKLIN was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. FIRST FRANKLIN is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

37. **US BANK NATIONAL ASSOCIATES (Also, US Bank or Defendant US Bank), Defendant**, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. US BANK is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. US BANK is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. US BANK was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. US BANK is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited,

thereto).

38. **MICHAEL FRANCIS OTTO (Also, (Judge) Otto or Defendant Otto),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **OTTO** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **OTTO** is being sued in his individually and in his official capacities.

C. **OTTO** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **OTTO** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

39. **MICHAEL N. VARAK (Also, (Mr.) Varak or Defendant Varak),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **VARAK** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **VARAK** is being sued in his individually and in his official capacities.

C. **VARAK** was acting under the authority of her position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **VARAK** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

40. **BRYAN GOMEZ (Also, (Mr.) Gomez or Defendant Gomez), Defendant**, is a citizen of the United States, and is a resident of the State of Illinois.

A. **GOMEZ** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **GOMEZ** is being sued in his individually and in his official capacities.

C. **GOMEZ** was acting under the authority of his position as “Attorney” in the Circuit Court of Cook County, under regulations, customs, usage’s of the State of Illinois, County of Cook, and acting “under the color of law”.

D. **GOMEZ** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

41. **KOVITZ, SHIFRIN & NESBIT LAW OFFICE (Also, KS&N law office or Defendant KS&N law office), Defendant**, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **KS&N law office** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **KS&N law office** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **KS&N law office** was acting under the authority, regulations, customs, and usage’s of laws in the City of Chicago, County of Cook, State of Illinois “under the color of law”. (But; not limited, thereto).

D. **KS&N law office** is subject to the federal laws governing the United

States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

42. **MEREDITH FREEMAN (Also, (Mrs.) Freeman or Defendant Freeman),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **FREEMAN** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **FREEMAN** is being sued in his individually and in his official capacities.

C. **FREEMAN** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **FREEMAN** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

43. **EDWARD J. LESNIAK (Also, (Mr.) Lesniak or Defendant Lesniak),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **LESNIAK** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **LESNIAK** is being sued in his individually and in his official capacities.

C. **LESNIAK** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **LESNIAK** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

44. **ALEXANDER D. MARKS (Also, (Mr.) Marks or Defendant Marks),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **MARKS** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **MARKS** is being sued in his individually and in his official capacities.

C. **MARKS** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **MARKS** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

45. **PAMELA MCLEAN MEYERSON (Also, (Judge) Meyerson or Defendant Meyerson),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **MEYERSON** is responsible and can be held liable for her wrongful acts regarding and in relation to herself, her employees and agents, but not limited thereto.

B. **MEYERSON** is being sued in her individually and in her official capacities.

C. **MEYERSON** was acting under the authority of her position as "Judge"

in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. MEYERSON is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

46. BURKE, WARREN, MACKAY & SERRITELLA, P.C.; (Also, BWM&S or Defendant BWM&S), Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. BWM&S is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. BWM&S is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. BWM&S was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. BWM&S is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

47. CHRISTINA PLACE II CONDOMINIUM ASSOCIATION (Also, Christina Place II or Defendant Christina Place II), Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. CHRISTINA PLACE II is responsible and can be held liable for its

wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. CHRISTINA PLACE II is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. CHRISTINA PLACE II was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. CHRISTINA PLACE II is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

48. **RAYMOND W. MITCHELL; (Also, (Judge) Mitchell or Defendant Mitchell), Defendant**, is a citizen of the United State, and is a resident of the State of Illinois.

A. MITCHELL is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. MITCHELL is being sued in his individually and in his official capacities.

C. MITCHELL was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. MITCHELL is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

49. **IRWIN J. SOLGANICK; (Also, (Judge) Solganick or Defendant Solganick),**
Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **SOLGANICK** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **SOLGANICK** is being sued in his individually and in his official capacities.

C. **SOLGANICK** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **SOLGANICK** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

50. **ALEXANDER P. WHITE; (Also, (Judge) White or Defendant White),**
Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **WHITE** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **WHITE** is being sued in his individually and in his official capacities.

C. **WHITE** was acting under the authority of his position as "Judge" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **WHITE** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook (But; not limited,

thereto).

51. **TIMOTHY L. ROWELL; (Also, (Mr.) Rowell or Defendant Rowell),**

Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **ROWELL** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **ROWELL** is being sued in his individually and in his official capacities.

C. **ROWELL** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **ROWELL** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook (But; not limited, thereto).

52. **STARR, BEJGIET, ZINK & ROWELL; (Also, SBZ&R or Defendant SBZ&R),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **SBZ&R** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **SBZ&R** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **SBZ&R** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color"

of law". (But; not limited, thereto).

D. **SBZ&R** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

53. **CODILIS & ASSOCIATES: (Also, Codilis or Defendant Codilis), Defendant,** is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **CODILIS** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **CODILIS** is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. **CODILIS** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **CODILIS** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

54. **COOK COUNTY SHERIFF'S POLICE DEPARTMENT; (Also, Cook County Sheriff's Police or Defendant Cook County Sheriff's Police), Defendant,** is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **COOK COUNTY SHERIFF'S POLICE** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. COOK COUNTY SHERIFF'S POLICE is doing business in the State of Illinois, City of Chicago, and County of Cook and continues doing business therein.

C. COOK COUNTY SHERIFF'S POLICE was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. COOK COUNTY SHERIFF'S POLICE is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

55. **SONIA PASQUESI; (Also, (Miss) Pasquesi or Defendant Pasquesi),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. PASQUESI is responsible and can be held liable for her wrongful acts regarding and in relation to herself, her employees and agents (But; not limited, thereto).

B. PASQUESI is being sued in her individually and in her official capacities.

C. PASQUESI was acting under the authority of her position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. PASQUESI is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

56. **JOHN AVGERINOS; (Also, (Mr.) John Avgerinos or Defendant John Avgerinos),** Defendant, is a citizen of the United States, and is a resident of the State of

Indiana.

A. **JOHN AVGERINOS** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **JOHN AVGERINOS** is being sued in his individually and in his official capacities.

C. **JOHN AVGERINOS** was acting under the authority of his position as "Businessman" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **JOHN AVGERINOS** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

57. **PAUL AVGERINOS; (Also, (Mr.) P. Avgerinos or Defendant P. Avgerinos),** Defendant, is a citizen of the United States, and is a resident of the State of Indiana.

A. **PAUL AVGERINOS** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **PAUL AVGERINOS** is being sued in his individually and in his official capacities.

C. **PAUL AVGERINOS** was acting under the authority of her position as "Businessman" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **PAUL AVGERINOS** is subject to the federal laws governing the

United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

58. **SAMANTHA L. BABCOCK; (Also, (Miss.) Babcock or defendant**

Babcock), Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **BABCOCK** is responsible and can be held liable for her wrongful acts regarding and in relation to herself, her employees and agents, but not limited thereto.

B. **BABCOCK** is being sued in her individually and in her official capacities.

C. **BABCOCK** was acting under the authority of her position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **BABCOCK** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

59. **STEVEN E. ANDERSON; (Also, (Mr.) Anderson or Defendant Anderson)**, Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **ANDERSON** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **ANDERSON** is being sued in his individually and in his official capacities.

C. **ANDERSON** was acting under the authority of his position as "Attorney" in the Circuit Court of Cook County, under regulations, customs, usage's of the State of Illinois, County of Cook, and acting "under the color of law".

D. **ANDERSON** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

60. **ERIK HUBBARD (Also, (Mr.) Hubbard or Defendant Hubbard),** Defendant, is a citizen of the United States, and is a resident of the State of Illinois.

A. **HUBBARD** is responsible and can be held liable for his wrongful acts regarding and in relation to himself, his employees and agents, but not limited thereto.

B. **HUBBARD** is being sued in his individually and in his official capacities.

C. **HUBBARD** was acting under the authority of her position as “Receiver/Businessman” in the Circuit Court of Cook County, under regulations, customs, usage’s of the State of Illinois, County of Cook, and acting “under the color of law”.

D. **HUBBARD** is subject to the federal laws governing the United States of America, State of Illinois, CITY OF CHICAGO, and County of Cook but not limited thereto.

61. **HAUSELMAN, RAPPIN & OLSWANG, LTD (Also, HR&O, Ltd. or Defendant HR&O, Ltd.),** Defendant, is a corporation existing under and by virtue of the laws of the State of Illinois.

A. **HR&O, Ltd.** is responsible and can be held liable for its wrongful/illegal acts and that of its officers, directors, employees, agents, and/or shareholders (But; not limited, thereto).

B. **HR&O, Ltd.** is doing business in the State of Illinois, City of

Chicago, and County of Cook and continues doing business therein.

C. **HR&O, Ltd.** was acting under the authority, regulations, customs, and usage's of laws in the City of Chicago, County of Cook, State of Illinois "under the color of law". (But; not limited, thereto).

D. **HR&O, Ltd.** is subject to the federal laws governing the United States of America, State of Illinois, City of Chicago, and County of Cook (But; not limited, thereto).

62. **Defendants** mean all defendant(s) collectively.

63. All individual Defendants herein are being sued in their official and individual capacities and all Municipal Governmental entities herein, defendant(s) are being sued).

III. NON-PARTY WITNESSES IN THEIR PRESONAL CONPACITY:

64. Detective Pierce; (*Also, Pierce or non-party Pierce*), Non-Party Litigant, is a citizen of the United States, and is a resident of the State of Illinois.

65. Abbey Fishman Romanek; (*Also, Romanek or non-party Romanek*), Non-Party Litigant, is a citizen of United States, and is a resident of the State of Illinois.

66. Detective Carter; (*Also, Carter or non-party Carter*), Non-Party Litigant, is a citizen of the United States, and is a resident of the State of Illinois.

67. David B. Atkins; (*Also, Atkins or non-party Atkins*), Non-Party Litigant, is a citizen of United States, and is a resident of the State of Illinois.

68. Tommie Bosley; (*Also, Bosley or non-party Bosley*), Non-Party Litigant, is a citizen of United States, and is a resident of the State of Illinois.

IV. CLASS-ACTION (WITH EXCEPTION OF THE RICO COUNT(S))

69. **CLASS MEMBERS (whereas applicable)**

(a). **CLASS MEMBERS** are past, present, and future United States of America (USA) citizens who number over one million, live, and/or conduct business (in the past, present, and/or future) in the USA, state of Illinois, County of Cook, and City of Chicago.

(b). **CLASS ONE** - are all past, present, and future African-American citizens of the USA and State of Illinois who number more than ten thousand. All are also **CLASS TWO** members.

(c). **CLASS TWO** – are all past, present, and future citizens of the USA and State of Illinois who number more than ten thousand. Some are member of **CLASS ONE**.

(d). Plaintiffs are members of both Classes.

(e). The members of the Classes are so numerous that joinder of all members are impractical. There are questions of law and fact common to the representative the Plaintiffs.

(f). The questions of law and facts common to the class members predominate over any question affecting only claims of individual members.

(g). If individual actions were required to be brought by each class member, a multiplicity of suits would result, and would cause great and undue hardship to the parties and the court(s).

(h). Therefore, a class-action complaint is superior to other available methods for the fair and efficient adjudication of the controversy.

(i). The identity of all the class members are presently unknown to the named Plaintiffs, but can easily be determined from the past and present books and records of in

the United States of America, State of Illinois, County of Cook, and City of Chicago; such as state courts' files; public records; addresses and telephone records; utility records; state, county, and municipal records; census; social security; real estate property records; and unemployment insurance records; but not limited thereto.

(k). There are questions of law and fact common to the representative parties and other members of the class and predominate over any question affecting only individual members.

(l). If individual actions were required to be brought by each member of the class, multiplicity of suits would result, causing great and undue hardship to the parties and the court.

(m). Therefore, a class-action is superior to other available methods for the fair and efficient adjudication of the controversy.

V. SUMMARY AND NATURE OF THIS ACTION:

70. Plaintiffs in this civil action, as alleged-herein, raised/arising, from the illicit scheme by the Defendant(s) to collectively and continuously attack on Marvin Faulkner and Samuel C. Umunna for their aggressive filing of complaints and law suits against banks, judges, law firms, attorneys and individuals who illegally wrong Marvin Faulkner, Samuel C. Umunna and others connected to Faulkner and Umunna in any way.

(a). The Defendant(s) have greater power over/than Plaintiffs.

(b). The Defendant(s) have great power over/than the Plaintiffs and are able to continue to harm Marvin Faulkner and Samuel C. Umunna.

71. Plaintiffs will and/or have continue to legally fight back to protect their Constitutional, and States Rights' against the banks, judges, law firms, attorney and

individuals to protect their persons and their properties from being foreclosed and demolished by illicit orders and influences from the Defendant(s).

72. Plaintiffs; realized, since 2008 to present of this "*Verified Complaint*", that some judges took offense to Marvin Faulkner's and Samuel C. Umunna's aggressive and victorious legal fight and defeat, against the banks, law firms and attorneys.

73. Plaintiffs filed complaints and law suits against the Defendant(s) and, as a result, has received backlash by the Defendant(s). Herein are counts of causes of actions; but not limited to, the followings counts of causes of actions and the plaintiffs bring Common Law and under Racketeer Influenced and Corrupt Organizations Act ("RICO") 18 U.S.C. § 1961 *et seq.*, that is, to conduct and participate in the conduct of the affairs of the enterprise through a pattern of racketeering activity involving multiple acts indictable under Federal Law(s) (mail fraud, money laundering, extortion, obstruction of justice) and under Federal and State law (bribery and bribery-related official misconduct) in count(s): **(1).** *Rico*; **(2).** *42 U.S.C. 1983*; **(3).** *18 U.S.C. 242*; **(4).** *Hate Crime*; **(5).** *§ 1981-Civil Rights Violations*; **(6).** *§1985(3) Deprivation*; **(7).** *Intentional Tort: (a.) Fraud, (b.) Intentional Infliction of Emotional Distress, (c.) False Imprisonment*; **(8).** *Intimidation*; **(9).** *Pierced Corporate Veil*; **(10).** *Unjust Enrichment*; **(11).** *§1986 Conspiracy*; **(12).** *Emotional Distress* and related claims arising from this matter at bar; but not, limited to the aforementioned claims by the plaintiff(s), by these actions plaintiffs are seeking damages in each count(s).

74. Plaintiff(s) are alleging that the Defendant(s) together including certain not named Defendants *ie.* banks, judges, agents, co-conspirators, and aiders and abettors, engaged in common law fraud and federal and state statutory criminal fraud, thereby and

herein damaged the aforementioned Plaintiff(s) herein.

75. Plaintiffs furthermore are alleging that the Defendants conspired to cover-up fraudulent acts of themselves and aiders and abettors to committed additional crimes in the furtherance of their conspiracy; including, obstruction of justice and racketeering. Plaintiffs' question is to this federal court. Is it permissible for the Defendants, herein to violate the above aforementioned twelve counts in this "*Verified Complaint*"?

76. Plaintiffs requests that this Honorable Court rule in favor of Plaintiffs, Marvin Faulkner and Samuel C. Umunna and rule against each Defendant(s) for fraud and damages on the target properties, but not limited to the followings properties by the Defendant(s) known as:

- a). 2950 West Monroe of Chicago, Illinois (\$192,384.68);
- b). 2954 West Monroe of Chicago, Illinois (\$187,081.97);
- c). 13239 South Baltimore of Chicago, Illinois (\$111,037.81);
- d). 11332 South Calumet of Chicago, Illinois (\$149,613.50);
- e). 12822 South Emerald Ave. of Chicago, Illinois (\$149,868.81);
- f). 828 N. Ridgeland Ave. Oak Park, Illinois (\$880,955.50);
- g). 10141 South Crandon Ave. of Chicago, Illinois (\$135,495.33);
- h). 7739 South King Drive of Chicago, Illinois (\$89,380.29);
- i). 10736 South Vernon Ave. of Chicago, Illinois (\$173,054.43);
- j). 2946 West Monroe of Chicago, Illinois (\$151,839.72);
- k). 8206 South Honore of Chicago, Illinois (\$141,729.37);
- l). 1140 South Keeler of Chicago, Illinois (\$266,925.10);
- m). 1104-06 West 78th Street of Chicago, Illinois (\$264,973.23);

- n). 1437 West Howard of Chicago, Illinois (\$927,996.43);
- o). 10024 S. Morgan of Chicago, Illinois (\$117,897.43);
- p). 120 East 45th Street Unit #202 of Chicago, Illinois (\$166,375.81);
- q). 129 North Pine Ave. Unit B of Chicago, Illinois 60624 (\$250,284.70);
- r). 10739 South Cottage Grove Ave., Chicago, Illinois (\$73,547.06);
- s). 4824 West Monroe of Chicago, Illinois (\$195,250.00);
- t). 2012 West 69th Place of Chicago Illinois (\$165,000.00);
- u). 2015 West 69th Place of Chicago Illinois (\$115,080.70) and
- v). (*Hereinafter the properties will also be known as "The Properties" or "Properties of Umunna and Faulkner"*).

77. Plaintiffs are requesting in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. (**TO BE DETERMINED**) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

VI. RELEVANT FACTS, UPON WHICH RELIEF IS BEING SOUGHT:

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

78. William Farrow is (owner/president) of failed, ShoreBank and a creator of Urban

Partnership Bank at or around August of 2010; and, under and/or with direction of William Farrow intended for ShoreBank to file for chapter 11 bankruptcy protection in August of 2010. That, within 20 days; on or about August of 2010, William Farrow and Federal Deposit Insurance Corporation (FDIC) violating §1962(c); on a *behind closed doors deals*, with *unclean hands*, and a short bidding process which only allowed UPB as bidder to the liquidation of Bankrupted ShoreBank assets a Community-Development bank in Chicago, Cleveland and Detroit. The FDIC subsequently **sold** the bank to William Farrow, the *ShoreBank president* and creator of the **new institution** called Urban Partnership Bank. “The move was *unusual* for the *FDIC*, which usually bars investors who own more than 10% of the failed bank from bidding on its assets.”

79. That; on or about, August 20, 2010, William Farrow, entered into an agreement with the FDIC through Urban Partnership Bank, titled: “PURCHASE AND ASSUMPTION AGREEMENT WHOLE BANK ALL DEPOSITS AMONG FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF SHOREBANK, CHICAGO, ILLINOIS FEDERAL DEPOSIT INSURANCE CORPORATION and URBAN PARTNERSHIP BANK, CHICAGO, ILLINOIS DATED AS OF AUGUST 20, 2010” (Also, herein, known as the “August 20, 2010 Agreement”). William Farrow and Urban Partnership Bank were assured of no outside bidder of the assets of ShoreBank by the FDIC.

80. Federal Deposit Insurance Corporation on August 20, 2010 knowingly entered into a Purchase and Assumption Agreement titled: (“WHOLE BANK ALL DEPOSITS among FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF SHOREBANK, CHICAGO, ILLINOIS FEDERAL DEPOSIT INSURANCE

CORPORATION and URBAN PARTNERSHIP BANK, CHICAGO, ILLINOIS

DATED AS OF AUGUST 20, 2010”) with William Farrow, ShoreBank president and creator of Urban Partnership Bank with unclean hands.

81. The FDIC received in access of \$8.5 million to settle a claim from its receivership of Shorebank and to distribute Shorebank’s remaining assets to other creditors.

a). William Farrow was instrumental in assuring payment in access of \$8.5 million to the FDIC to settle a claim from its receivership of Shorebank and to distribute Shorebank’s remaining assets to other creditors. The FDIC was well aware that William Farrow had strong connection with ShoreBank with more than 10% of failed bank in bidding on its assets.

82. The Federal Deposit Insurance Corporation were directed to file a complaint, case number 13-cv-05888 against named defendants; therein,: Drexel Amy; Olga v. Lakes-Battle; James Bringley, Eric Rader and Thurman Smith, five officers of ShoreBank in case number 13-cv-05888 In The United States District Court For The Northern District Of Illinois, Eastern Division, pursuant to 12 U.S.C. §1821 authority granted to the FDIC.

83. The Federal Deposit Insurance Corporation claimed and seek to recover more than \$73 million, that, the five former ShoreBank’s officers acted negligently and grossly negligently and breached their fiduciary duties by disregarding the Bank’s loan policy, underwriting guidelines and prudent lending practices during loans approved between December of 2005 and June of 2009 acted and omissions that given rise to the Defendants’ liability include, but are not limited to the followings:

(i). failing to obtain borrower and guarantor financial information;

- (ii). Relying on outdated, unverified, and inadequate financial information for borrowers and guarantors;
- (iii). Failing to perform and/or ensure that global cash flow analyses were performed prior to loan approval;
- (iv). Failing to properly assess the repayment ability of borrowers and/or guarantors;
- (v). failing to ensure that loans were secured by sufficient collateral;
- (vi). extending credit in excess of permitted loan-to-value ("LTV") ratio limits;
- (vii). Approval of loans in excess of individual approval authority and without proper committee approval;
- (ix). approving loans without adequate documentation;
- (x). permitting debt service coverage ratios ("DSCR") below minimum requirements.

84. Pursuant to *12 U.S.C. § 1821* the FDIC was granted authority as Receiver (as Receiver for the bank by the Illinois Department of Financial and Professional Regulation – Division of Banking ("IDFPR") on August 20, 2010. Pursuant to *12 U.S.C. § 1821(d)(2)(A)(i)*, the FDIC succeeded to all rights, titles, powers, and privileges of the Bank and the Bank's shareholders, account-holders, and depositors. *FDIC* without restriction though "Limited Power of Attorney" gave *UPB* full authority to execute on behalf of the *FDIC* under applicable resolutions of the FDIC's board of directors and re-delegation, therein.

a). *FDIC* failed to protect plaintiff's Umunna's rights and *FDIC* should have restricted *UPB* authority of *ShoreBanks'* unclean hands, of the mortgages obtained by *ShoreBank*; causing harm to the Plaintiffs, herein.

85. Urban Partnership Bank (*UPB*) filed Commercial Foreclosure Complaints on

Non-Commercial Properties of the Plaintiffs' known as "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" with the authority give by *FDIC and/or claiming that* the FDIC at design to defraud, refused to guarantee or warranty in the "August 20, 2010 Agreement" in disguise performance of Promissory Note by its "ENDORSEMENT AND ALLONGE TO PROMISSORY NOTE" in which, were without warranty.

a). Urban Partnership Bank (*UPB*) illicitly and actively filed Commercial Foreclosure Complaints on Non-Commercial Properties of the Plaintiffs' known as "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" with the authority give by *FDIC and/or claiming that* the FDIC at design to defraud, refused to guarantee or warranty in the "August 20, 2010 Agreement" in disguise performance of Promissory Note by its "ENDORSEMENT AND ALLONGE TO PROMISSORY NOTE" in which, were without warranty.

86. "ENDORSEMENT AND ALLONGE TO PROMISSORY NOTE is an agreement between *FDIC* and *UPB* which states in part: "Pay to the order of Urban Partnership Bank, an Illinois banking corporation, as assignee of the Federal Deposit Insurance Corporation, as Receiver for ShoreBank, without warranty, representation or recourse of any kind, that certain note (Date of Note, at discovery) in the original principal amount (amount, at discovery) executed by Samuel Umunna. The FDIC hereby endorses and assigns the Note to Lender. This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver. All references in the Note to "Lender" shall mean and include Urban Partnership Bank" (*In pertinent parts*).

87. An "ENDORSEMENT AND ALLONGE TO PROMISSORY NOTE", dated in the year 2012, were designed for protection against Urban Partnership Bank acknowledges of Shore Bank's unclean mortgages as the FDIC noted later in case number: 13-cv-05888 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. And, pursuant to 12 U.S.C § 1821(d)(2)(A)(i), the FDIC succeeded to all rights, titles, powers, and privileges of ShoreBank's and the ShoreBank's shareholders, account-holder, and depositors. FDIC without restriction though "Limited Power of Attorney" gave Urban Partnership Bank, full authority to execute on behalf of the FDIC under applicable resolutions of the FDIC's board of directors and re-delegation, therein.

88. That, the FDIC failed to protect plaintiff(s), Samuel C. Umunna, rights under the Mortgage and Note Agreement that Samuel C. Umunna had with ShoreBank. [Marvin Faulkner, partner of Samuel C. Umunna, was greatly harmed through the FDIC and William Farrow's, ShoreBank and Urban Partnership Bank illicit back-door and hidden deal, as fore mentioned]. FDIC should have restricted with supervision the authority they gave to UPB of the unclean Mortgages of ShoreBank pursuant the "ENDORSEMENT AND ALLONGE TO PROMISSORY NOTE".

89. The Plaintiffs, herein, labels the below properties as "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*":

- 1). 1104-06 West 78th St., Chicago, Illinois 60620 under case #: 2012-CH-44556;
- 2). 1140 South Keeler, Chicago, Illinois 60624 under case #: 2012-CH-38031;
- 3). 2946 West Monroe Street, Chicago, Illinois 60612 under case #: 2012-CH-37391;
- 4). 2950 West Monroe Street, Chicago, Illinois 60612 under case #: 2012-CH-38239;

- 5). 2954 West Monroe Street, Street, Chicago, Illinois 60612 under case #: 37389;
- 6). 7739 South King Drive Ave., Chicago, Illinois under case #: 2012-CH-38596; 6).
- 7). 8206 South Honore Street, Chicago, Illinois 60620 under case #: 2012-CH-38034;
- 8). 10024 South Morgan Street, Chicago, Illinois 60643 under case #:2012-CH-38033;
- 9). 10141 South Crandon Ave., Chicago, Illinois 60617 under case #:2012-CH-36572;
- 10). 10736 South Vernon Ave., Chicago, Illinois 60628 under case #: 2012-CH-38032;
- 11). 10739 South Cottage Grove Ave., Chicago, Il. 60628 under case #: 2012-CH-28852;
- 12). 11332 South Calumet Street, Chicago, Illinois 60628 under case #: 2014-CH-01156;
- 13). 12822 South Emerald Ave., Chicago, Illinois 60628 under case #: 2012-CH- 40727;
- 14). 13237-39 So. Baltimore St., Chicago, Ill. 60632 under case #:2012-CH-38240 and
- 15). 1437 West Howard Street, Chicago, Illinois 60626 under case #: 2012-CH-38498.

90. Plaintiffs are claiming [*and will show through allowance of discovery by this court*] that William Farrow owner and/or connected with Urban Partnership Bank conspired to benefits with FDIC in a closed transaction and transferred of ShoreBanks' bankruptcy to transfer ShoreBanks' assets to Urban Partnership Bank and to pay/paid the FDIC in access of \$8.5 million.

(a). William Farrow owner and/or connected with Urban Partnership Bank conspired to benefits with FDIC in a closed transaction and transferred of ShoreBanks' bankruptcy to transfer ShoreBanks' assets to Urban Partnership Bank and to pay/paid the FDIC in access of \$8.5 million for ill-gotten gain, as aforementioned; through, an illicit backdoor deal.

(b). William Farrow; ShoreBank; Urban Partnership Bank and the Federal Deposit Insurance Corporation had/have control either directly and/or indirectly of the

Plaintiffs, Samuel C. Umunna's and Marvin Faulkner's, properties, known as "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" were wronged by the Defendant(s)' conspiracy of the properties listed below purpose is/were to wrong the Plaintiffs and take/control of ill-gotten gain of the Plaintiffs' property:

- 1). 1104-06 West 78th St., Chicago, Illinois 60620 under case #: 2012-CH-44556;
- 2). 1140 South Keeler, Chicago, Illinois 60624 under case #: 2012-CH-38031;
- 3). 2946 West Monroe Street, Chicago, Illinois 60612 under case #: 2012-CH-37391;
- 4). 2950 West Monroe Street, Chicago, Illinois 60612 under case #: 2012-CH-38239;
- 5). 2954 West Monroe Street, Chicago, Illinois 60612 under case #: 2012-CH-37389;
- 6). 7739 South King Drive Ave., Chicago, Illinois under case #: 2012-CH-38596;
- 7). 8206 South Honore Street, Chicago, Illinois 60620 under case #: 2012-CH-38034;
- 8). 10024 South Morgan Street, Chicago, Illinois 60643 under case #: 2012-CH-38033;
- 9). 10141 South Crandon Ave., Chicago, Illinois 60617 under case #: 2012-CH-36572;
- 10). 10736 South Vernon Ave., Chicago, Illinois 60628 under case #: 2012-CH-38032;
- 11). 10739 South Cottage Grove Ave., Chicago, Il. 60628 under case #: 2012-CH-28852;
- 12). 11332 South Calumet Street, Chicago, Illinois 60628 under case #: 2014-CH-01156;
- 13). 12822 South Emerald Ave., Chicago, Illinois 60628 under case #: 2012-CH- 40727;
- 14). 13237-39 So. Baltimore St., Chicago, Ill. 60632 under case #: 2012-CH-38240 and
- 15). 1437 West Howard Street, Chicago, Illinois 60626 under case #: 2012-CH-38498.

91. "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are properties that were filed under commercials foreclosures complaint in State court.

92. The "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are not commercial properties.

93. The properties known as "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are not commercial properties and should not have been filed under a commercial foreclosures in State Court.

a). State Court refused to address Plaintiffs' Declaratory motion, in State Court, that the "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are or are not commercial properties.

b). That, the Defendant(s) in State Court urged that the State Court Judges not to address the properties, herein, "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are or are not commercial properties.

c). That, due to the conspiracy that the Defendant(s), herein, have against the Plaintiff(s); the State Court judges, herein-Defendants, refused to address Plaintiffs' Declaratory motion by Marvin Faulkner and Samuel C. Umunna in State Court of the "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" are or are not commercial properties.

94. Urban Partnership Bank and William Farrow conspired and instrumentally in the use of co-conspirators, Chuhak & Tecson P.C.; Samantha L. Babcock; Michael A. Eurich; Steven E. Anderson Villa-Capital Properties and Erik Hubbard with Anna M.

Loftus; Elizabeth Lyons; Michael Francis Otto; Darrly B. Simko; Alfred M. Swanson Jr.; Pamela Mclean Meyerson with others, herein noted, hereinafter, to focus on the *"Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna"*.

a). Urban Partnership Bank and William Farrow conspired and instrumentally in the use of co-conspirators, Chuhak & Tecson P.C.; Samantha L. Babcock; Michael A. Eurich; Steven E. Anderson Villa-Capital Properties and Erik Hubbard with Anna M. Loftus; Elizabeth Lyons; Michael Francis Otto; Darrly B. Simko; Alfred M. Swanson Jr.; Pamela Mclean Meyerson with others, herein noted, hereinafter, to focus on the *"Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna"* to increase *ill-gotten gain* in their conspiracy scheme to defraud the Plaintiffs.

b). Urban Partnership Bank and William Farrow conspired and were instrumental in the use of co-conspirators, Chuhak & Tecson P.C.; Samantha L. Babcock; Michael A. Eurich; Steven E. Anderson Villa-Capital Properties and Erik Hubbard with Anna M. Loftus; Elizabeth Lyons; Michael Francis Otto; Darrly B. Simko; Alfred M. Swanson Jr.; Pamela Mclean Meyerson with others, herein noted, hereinafter, to focus on the *"Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna"* knowingly of ShoreBank unclean hands, mortgage deals of the *"Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna"*.

95. Plaintiffs, herein, retain, *at this time*, the names and statements of the witnesses against the Defendant(s) who are: Employees of Cook County Clerk; Court Reporter(s);

Bankers; Judges and Individuals (Hereinafter, known as “*Whistleblowers*”). For reasons of the “*Whistleblowers*” protection and from retaliation from the Defendant(s), herein, and the friends of Defendants at this time the Plaintiff(s) will not reveal the names of the “*Whistleblowers*”.

96. William Farrow; ShoreBank; Urban Partnership Bank and the Federal Deposit Insurance Corporation *ill-gotten gain* of Plaintiff(s)’ properties known as: *Properties of the August 20, 2010 Agreement and Chancery Court’s Filing to Defraud Marvin Faulkner and Samuel C. Umunna*” were legally wrong.

97. During the issues of the “*Properties of the August 20, 2010 Agreement and Chancery Court’s Filing to Defraud Marvin Faulkner and Samuel C. Umunna*”; Marvin Faulkner and Samuel C. Umunna, investigated and found corruption among the Defendants; but not limited to the named Defendants, therein.

98. Plaintiff(s)’, Faulkner and Umunna, aggressively filed complaints against law firms, attorneys, banks, individuals and at the Plaintiffs’ dismay particular judges of the Circuit Court of Cook County of the City of Chicago Illinois were found to file litigation against by the Plaintiff(s).

99. The Plaintiff have made the public aware of the corruption in our judicial system through particular individuals named, herein, this complaint that the Defendant(s) and their *ill-gotten gain* and continual attempt to stop Marvin Faulkner and Samuel C. Umunna from uncovering the corruption of the Defendant(s) and others, details, hereinafter.

a). Marvin Faulkner’s and Samuel C. Umunna’s for their aggressive filing of complaints and law suits against banks, law firms, attorneys, judges and individuals in

connection with illegally wrong to Marvin Faulkner and Samuel C. Umunna in any way and placed Marvin Faulkner and Samuel C. Umunna on a "Hit List" by banks, law firms, attorneys, judges and individuals to keep their corruption hidden.

b). The Defendant(s) have great influence/power and are able to continue to harm Marvin Faulkner and Samuel C. Umunna. Nevertheless; at Plaintiff(s) last breath, Plaintiffs will continue to legally fight back against the Defendant(s). But, the Plaintiff(s) to protect their Constitutionals and States Rights', according to the law of the land, against the banks, law firms, attorneys, judges and individuals, in connection with those who illegally wrong the Plaintiff(s), will continue to protect their persons and properties from being foreclosed, demolished, intimidate and illicit Court's Orders that are influenced by the Defendants and their friends.

c). Since 2008 to present, of this *Verified Complaint*, plaintiffs realized that some judges took offense to Marvin Faulkner's and Samuel C. Umunna's aggressive litigation against the wrong doers that are named Defendant(s); herein, but not limited to.

VII. IN THE YEAR OF 2008 OF THE WRONG AGAINST THE PLAINTIFFS

[Marvin Faulkner and/or Samuel C. Umunna filed formal complained against judges, banks, law firms, attorneys & individuals. Plaintiff(s) understands that:]

100. In May of 2008; Faulkner learned during a conversation with his tenant Crystal Ross at the address of 2012 West 69th Place First Floor Apartment, Chicago Illinois, when she told Faulkner and wrote an affidavit stating that; a representative, who identified himself as a representative of Wells Fargo Bank, N. A. on several occasions, beginning in May of 2008, the representative from Wells Fargo Bank, N.A. have come to her resident to inform her that Marvin Faulkner was no longer the owner of the property at 2012 west 69th Place, and that immediately to stop any and all payments of rent and

any other forms of payment to Marvin Faulkner. Also the representative stated that Wells Fargo Bank, N.A. is the new owner and that Wells Fargo Bank will give Crystal Ross \$1,000.00 if she move from 2012 West 69th Place First Floor Apartment of Chicago Illinois. This is what Marvin Faulkner learned from tenant Crystal Ross then Faulkner immediately addressed the false claim that Wells Fargo Bank stated to Crystal Ross, Faulkner's tenant. The tenant, Crystal Ross, due to Wells Fargo Bank's statements to Crystal Ross; Crystal Ross stopped paying rents to Marvin Faulkner as of June of 2008.

101. In May of 2008, according to the affidavit of Marvin Faulkner's tenant, Lillie Miller (Miller), who lived at 2012 West 69th Place, Second Floor Apartment, Chicago, Illinois 60636; stated, that people from the mortgage company, started coming around her home at 2012 West 69th Place, Chicago, Illinois and were taken pictures of the house and others people actually came and spoke with Lillie Miller, telling Lillie Miller that Marvin Faulkner's property had been foreclosed. That Marvin Faulkner does not own 2012 West 69th Place, Chicago Illinois 60636. Lillie Miller called Faulkner and told Faulkner about the people from the mortgage company. Faulkner then told Miller that he is the owner of said property and that the bank was just trying to make the tenants stop paying rents; so that the landlords could fall further behind in their mortgages and then have a more difficult to pay the mortgage and eventually lose the property. The bank continued to come and tell Miller that Faulkner did not own 2012 West 69th Place, and that Wells Fargo Bank was the owners, so Miller stopped paying rents to Marvin Faulkner. Miller sided with Wells Fargo Bank, thinking that Faulkner was trying to trick her into paying him rent. Miller told Faulkner to stop playing games; that the bank is the owners and not Faulkner of 2012 West 69th Place, Chicago, Illinois.

102. On September 03, 2008, Marvin Faulkner gave to Miller a "Five Day Notice". On November 17, 2008 at 9:30 Miller's were summoned to court for eviction under case number 2008-M1-728630. A ruling was entered in favor of Marvin Faulkner and against the Miller's, who were no longer in possession of 2012 West 69th Place by December 05, 2008. Faulkner regained possession and ownership of 2012 West 69th Place of Chicago, Illinois as of February 18, 2016 and on wards.

103. Faulkner addressed Wells Fargo Bank's false statements against Faulkner to and warned Wells Fargo Bank that the courts will hear of their malice practices. However, The banks; including, Wells Fargo continued in their malice practice. Eventual, with no help from the courts Faulkner prevailed and received full ownership of the property known as 2012 West 69th Place, Chicago, Illinois.

104. January of 2008, Tomeka Henry CHAC tenant of Marvin Faulkner at 2015 West 69th Place, house, of Chicago Illinois 60636. [CHAC paid the majority of Tomeka Henry rent]. Tomeka Henry stated that people/representative from Fremont Investment have on many occasions come to Henry home stating in January of 2008 and again around May of 2008 that Fremont Investment told Miss Henry that this property should be vacated and no one should be collecting rents on this property.

105. In August a different man from Fremont Investment came and told Miss Henry that they are the new owners of 2015 West 69th Place and to stop all payments to Marvin Faulkner and that the bank may offer Miss Henry money around One Thousand Dollars (\$1,000.00) to move out.

106. Miss Henry stated to Faulkner that: "I wanted to live in this big house because my family is big. And I told Marvin Faulkner that I really like this house and would like to

stay here for at least 10 years; Mainly, because, I hate moving. I've lived at my lasted residency for over 10 years. But, I do not know if Marvin Faulkner even owes this house or not." On January of 2009 Tomeka Henry moved out of 2015 West 69th Place owning rent back rents of over \$10,000.00 dollars.

107. During 2008 was the start of Faulkner's experience of the issues at Chancery Court and upon motion to the Chancery Court by Faulkner, Faulkner made aware to the Court of the banks malicious practices and some judges were uncomfortable to take action of Faulkner's making the court aware of the malicious practices towards Faulkner.

a). Faulkner; therefore, took action in eviction court and that is when Faulkner learned that Pierce & Associates, U.S. Bank and Wells Fargo Bank were illicit in their practice in telling Faulkner's tenants to stop paying rents without a judgment of Foreclosure and Possession of the property by the court.

b). That harm perpetrated against Faulkner by Pierce & Associates, U.S. Bank and Wells Fargo Bank were illicit in their practice in telling Faulkner's tenants to stop paying rents to Faulkner without a judgment of Foreclosure and Possession of the property by the court.

c). By the banks stopping of the tenants from paying rents to Faulkner influenced Faulkner to quickly give up any legal battles and walk away from all of Faulkner's the property.

108. The property known as 7127 South Green Street, Chicago, Illinois where the tenant of Faulkner's, LaVonte Anthony Stewart, lived since March 1, 2006 to January 2009. LaVonte Anthony Stewart paid his rent each monthly up until June of 2008. On June of 2008 LaVonte Anthony Stewart stopped paying his rent. Mr. Stewart told

Faulkner that he will no longer pay rent because a person from Pierce & Associates came to Mr. Stewart home at 7127 South Green Street, Chicago, Illinois on or about June 1, 2008 and told Stewart that U.S. Bank National Association is now the owner of 7172 South Green Street and not to pay any more rents to the collector of the rents at 7127 South Green Street. Therefore, Stewart stopped paying rents to Marvin Faulkner and Winifred Ihejirika.

109. Again, in late July of 2008, a different man (second man) from Pierce & Associates came to Mr. Stewart home at 7127 South Green Street and told Mr. Stewart the very same thing that the first man had told Mr. Stewart from Pierce & Associates. The second man offered \$1,000.00 to Stewart if he would move and have the house broom swept. Due to Faulkner's dismay of the banks malice practices of stopping money/rents by the tenants on many of Faulkner's properties, Faulkner became behind on his mortgages payments and became very discourage that the banks who make false claims against Faulkner and his properties. For a period of time, Faulkner stopped trying to collect rents from Mr. Stewart and other tenants who stopped paying rents to Faulkner based on the false claims by the banks.

110. From Faulkner's investigation Faulkner became personally involved with the legal process to find out what had embolden the banks and their associates to have confident in the illicit practice and their trickery against their clients of their mortgages.

a). Faulkner and wife Winifred modified their Mortgage with the Mortgagor at 828 North Ridgeland Ave. Oak Park, Illinois due to the malice and illegal practices of the banks revealed in the year, herein.

VIII. IN THE YEAR OF 2009 OF THE WRONG AGAINST THE PLAINTIFFS

[By the Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

111. In the year June of 2009; John Avgerinos (Father) and Paul Avgerinos (Son) [together the Avgerinos] and Marvin Faulkner entered into a project at 7342 S. Stony Island, Chicago Illinois; that, due to non-payment of the contract by John Avgerinos and Paul Avgerinos Marvin Faulkner stopped any and all further work on the project of 7342 So. Stony Island of Chicago, Illinois. On several occasions John Avgerinos and Paul Avgerinos asked Faulkner to fund the remaining of the project and get paid after the property is sold. Marvin Faulkner declined John Avgerinos and Paul Avgerinos request; because, the Avgerinos request was not the obligation of Marvin Faulkner's pursuant the project agreement. Faulkner demand payments owed from "The Avgerinos" in order to continue said project.

a). John Avgerinos and Paul Avgerinos repeatedly asked and were unable to convince Faulkner to fund "the Avgerinos" project at 7342 S. Stony Island of Chicago Illinois. The Avgerinos and await his payment that is due because time were difficult for the Avgerinos and they needed their investment to not fail at the expense of Faulkner.

112. Plaintiff(s) aggressively litigated and filed appropriate filings herein.

IX. IN THE YEAR OF 2010 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

113. On August 20, 2010; William Farrow, entered into an agreement with the FDIC through Urban Partnership Bank, titled: "PURCHASE AND ASSUMPTION

AGREEMENT WHOLE BANK ALL DEPOSITS AMONG FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF SHOREBANK, CHICAGO, ILLINOIS FEDERAL DEPOSIT INSURANCE CORPORATION and URBAN PARTNERSHIP BANK, CHICAGO, ILLINOIS DATED AS OF AUGUST 20, 2010”.

William Farrow and Urban Partnership Bank was assured to a no outside bidder of the assets of ShoreBank by the FDIC.

114. July 14, 2010 posted in the *TRUST ASSIGNMENT FRAUD LETTER TO SEC* that: “This is a report of suspected fraud involving mortgage-back securities. Certain mortgage-backed trusts have been using forged and fraudulent mortgage assignments in foreclosure actions... and throughout the United States” and that **Series 2007-HE6** is listed, therein. It further stated that “Replacement Assignments” including Assignments that were prepared with false information regarding dates and signers and (among other illegal acts) it stated that “In many cases, where the Trust has successfully foreclosed, it had no legal right to do so.....(See complete claims against **Series 2007-HE6**) layers and layers of pages. And, Winifred Ihejirika, wife of Marvin Faulkner’s, reported to the court within her affirmative defenses that not only were the signature on the purposed mortgage and note presented by LaSalle Bank in case number 2008-CH-13579 not her. But, that the mortgage she has in case number 2008-ch-13579 is unsecured and therefore a contract issue not a foreclosure issue. The judge presiding [and several other judges] refused to perform an evidential hearing on the matter. Several *Whistleblowers* informed Marvin Faulkner of the illegal taking of peoples properties and possible court corruption to take the peoples properties and to favor the banks and law firms at any and all cost. Thereafter Marvin Faulkner became aggressive in litigation and filed many complaints

against judges and bank and law firms. Many judges thereafter placed Marvin Faulkner on a “Hit List” and aimed to take and destroy Marvin Faulkner and anyone connected with him.

115. September 20, 2010; I Marvin Faulkner herein deposed what he witnessed from the behavior and treatment and line of questioning from Judge Darryl B. Simko to Samuel C. Umunna (Marvin Faulkner being Lien holder of many of Samuel C. Umunna’s properties). Judge Simko’s attitude and behavior on September 20, 2010 was appalling and as a citizen of the United States, Marvin Faulkner, as other citizens has a duty to assail corruption and any wrong doing against all how promotes corruption.

a). That, on September 20, 2010 Samuel C. Umunna presented his motion titled: “Defendant’s Verified Motion to Vacate Order Fated August 03, 2010. This motion was filed within 30 days pursuant to 735 ILCS 5/2-1301(e).” That, during September 20, 2010 hearing; Judge Darryl B. Simko asked Samuel C. Umunna if he had filed a motion that was dated February 25, 2010 for “Extension of Time to Answer or Otherwise Plead”. Mr. Umunna replied; “Yes”. Thereafter; Judge Simko denied Mr. Umunna’s motion titled: “Defendant’s Verified Motion to Vacate Order Dated August 03, 2010, This Motion was Filed within 30 Days pursuant to 735 ILCS 5/2-1301 (E)”; which was an unrelated motion to the February 25, 2010 motion titled: “Extension of Time to File or Otherwise Plead.” Faulkner noticed that Judge Simko pulled the wool over Mr. Umunna’s and used a different issue to rule against Samuel C. Umunna.

116. On November 18, 2010; Samuel C. Umunna and Marvin Faulkner came before Judge Simko as Samuel C. Umunna and Marvin Faulkner approached the bench of Judge Simko. Judge Simko yelled at Marvin Faulkner saying “You cannot come before me

Mr. Faulkner! Faulkner replied: "Your honor I am a witness and here for moral support." Judge Simko yelled at Faulkner again and said "Be, be that from the seat, you cannot come up here!" Faulkner immediately went to the seat farthest from Judge Simko; due, to Judge Simko's anger/dislike shown towards Faulkner. [Faulkner could only speculate that Judge Simko was not happy with Faulkner; because, Faulkner forced Judge Simko to reverse a void ruling that Simko made against one of Faulkner's property. That property was taken from Faulkner and put on sale, unknown and noticed to Faulkner. Faulkner; thereafter, motioned to the court, before Judge Simko of judge Simko's error [either on purpose or by court's error] on Faulkner's property; however, Judge Simko did everything in his power [including, purposefully changing Faulkner motion] to award Faulkner's property to the bank. But, due to Faulkner's rigorous legal battle (See the Record in State Court) Judge Simko was defeated in his efforts to rule for the bank. Under the void ruling by Judge Simko, Judge Simko reversed his ruling and the property was returned to Faulkner.

117. On June 28, 2010; The Law office of Kovitz, Shifrin and Nesbit forward a letter to Marvin Faulkner via U.S. Mail titled: PRIVILEGED AND CONFIDENTIAL stating he following: RE: CHRISTINA PLACE II CONDOMINIUM ASSOCIATION V. SHAYNA ST. CLAIR, MARVIN AND ALL UNKNOWN OCCUPANTS. SUBJECT PROPERTY: 120 EAST 45TH ST., UNIT 2E, CHICAGO, IL. 60643. "Dear Mr. Faulkner: Please be advised that the above-captioned matter has been re-scheduled for hearing this coming Thursday, July 1, 2010, at 9:30 a.m. in room 1402 of the Richard J. Daley Center. Judge Gomolinski has requested that I provide you with this notice of the forthcoming hearing; Signed by Bryant Gomez." Also, attached with the letter from the

Law Office of Kovitz, shifrin and Nesbit to Marvin Faulkner was an unsigned letter stating: "Marvin , Judge Gomolinski has Ruled Against You! It's Over!!! Appearing in the right-hand lower portion of the aforementioned letter there's a number 870177.1. Also, the very same number (87017.1) appeared on the signed letter sent by Attorney Bryant Gomez of Kovitz, Shifrin and Nesbit. Faulkner confronted the exparte communication that Judge Gomolinski and Bryant Gomez had in violation of Illinois laws; when Faulkner confronted the issue of the exparte communication on July 1, 2010. Judge Gomolinski and attorney Gomez brushed it off by stating Gomez was before Judge Gomolinske on a different case not related to case number 2009-M1-718493; and, that due to Judge Gomoliski changing of the date from July 29, 2010 at 11:00 a.m. in room 1402 for hearing to July 01, 2010, at 9:30 a.m. in room 1402 [27 days earlier than schedule by Faulkner] that Judge Gomolinski did not want Faulkner to miss the new date for the hearing. Judge Gomolinski ruled against Faulkner.

118. July 14, 2010 posted in the *TRUST ASSIGNMENT FRAUD LETTER TO SEC* that: "This is a report of suspected fraud involving mortgage-back securities. Certain mortgage-backed trusts have been using forged and fraudulent mortgage assignments in foreclosure actions... and throughout the United States" and that **Series 2007-HE6** is listed therein. I know it further stated that "Replacement Assignments" including Assignments that were prepared with false information regarding dates and signers and (among other illegal acts) it stated that "In many cases, where the Trust has successfully foreclosed, it had no legal right to do so.....(see complete claims against **Series 2007-HE6**) layers and layers of pages. And, Winifred Ihejirika, wife of Marvin Faulkner's, reported to the court within her affirmative defenses that not only that the

signature on the purposed mortgage and note presented by LaSalle Bank in case number 2008-CH-13579 is not her, judges presiding [several judges:]refused to perform an evidential hearing on the matter. *Whistleblowers*, informed Marvin Faulkner that do to his aggressive litigation the judges have placed him on a "*Hit List*" and aimed to take and destroy Marvin Faulkner and anyone connected with him.

X. IN THE YEAR OF 2011 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

119. John Avgerinos; Paul Avgerinos; Timothy L. Rowells; Starr, Bejgiert, Zink & Rowells and several circuit court judges (together orchestrated a plot directed with others co-conspirators-Defendants, aforementioned and reviled to Faulkner by Timothy L. Rowells and *Whistleblowers*) filed two false complaints one in criminal court on April of 2010 [Where Marvin Faulkner was arrested in Judge Gomolindki court room by two Chicago Police Detectives, Faulkner was warn of the Judges framing of Faulkner for his aggressive litigation by attorney Bryant Gomez] Bryant Gomez, who generally and often boast of him being included and connection with circuit court's judges and the loyalty they had with one another.] And, the other false complaint was in civil court. On December 21, 2011 case number 2011-L-013743 (*case 2011- L- 013743 is incorporated into this complaint, but not attached, herein*) filed by attorney Timothy L. Rowell presiding before presiding Judge Raymond W. Mitchell how were placed to fulfill the illicit plot to destroy or help destroy Marvin Faulkner.

120. Raymond W. Mitchell in relations with Timothy L. Rowell refused on May 14, 2011 to address the default issue against plaintiff John Avgerinos on Marvin Faulkner's

counter complaint in case number 2011-L-013743. As transcript on May 14, 2011 states: "**Court:** Good morning gentlemen. **Starr & Rowell:** Good morning your honor. **Faulkner:** Good morning your honor Marvin Faulkner. **Starr & Rowell:** Your honor I would take 28 days to answer Faulkner's Counter Complaint. **Court:** O.K 28 days is granted. **Faulkner:** Your honor; for clarification. Are you given the plaintiff 28 days to answer my counter-complaint; in which he is in default? He is over 60 days of the limitation of time to answer the Counter-complaint. **Court:** What do you want me to do? I would give you the same opportunity, if you were in his place. **Faulkner:** There is no motion from the plaintiff; I would like to respond to this issue of why 28 days should not be giving to plaintiff to answer the Counter-Complaint in which he is in default. **Court:** The plaintiff has 28 days to answer counter complaint. This matter is continued to June for statue and we will take it from there. **Starr & Rowell:** Thank you your honor. Faulkner: Thank you, your honor." (WHERE, NO FURTHER PROCEEDING WERE HAD).

121. Plaintiff(s) investigations and verified complaint are/is true and correct.

XI. IN THE YEAR OF 2012 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

122. In the year of 2012; *Chuhak & Tecson, P.C.* is the law firm who represented Urban Partnership Bank with their attorneys and the participation in UPB's fraud in misrepresentation to the court. Chuhak & Tecson P.C. knowingly advanced UPB agenda to defraud Mr. Umunna and Mr. Faulkner by misrepresenting to the court in behalf of UPB commercial foreclosure complaints on non-commercial properties.

123. Year 2012, the intimidation and corruption and the plot against Marvin Faulkner and Samuel C. Umunna increase tremendously. Judge Darrly B. Simko and other circuit court judges, generally cleared the court rooms, to hear Marvin Faulkner's and Samuel C. Umunna's cases, and always noted to Mr. Faulkner that, Faulkner would be held in contempt of court, if Faulkner would bread wrong, without just reasoning. When Judge Simko cleared the court room of visitors and neutral litigants and with the presence of Cook County Sheriffs always standing near Faulkner, Sheriffs' guns sometimes touching Faulkner's back. And, at the rear door of the court room there was always a Cook county Sheriff standing there that no one could enter or leave without the Judge's permission. Faulkner's only protection in the court's proceeding was to hire a court reporter on 99% of the court calls, regardless if money permitted, Faulkner have in access of 82 different "Report of Proceedings" with Defendant(s), herein. This provided the only protection from the conspirators of detainment of Faulkner in the matter at bar. This only protection that Faulkner and Umunna to protect themselves from the Defendants during the years and or times that the Plaintiffs were in court with: Anna M. Loftus; Michael A. Eurich; Lizabeth Lyons; Darrly B. Simko; Alfred M. Swanson Jr.; Micheal Francis Otto; Michael N. Varak; Meredith Freeman; Edward J. Lesniak; Pamela Mclean Meyerson; Sonia Pasquesi; Samantha L. Babcock; Steven E. Anderson and Erik Hubbard. *(Faulkner has over 40,000 papers in documentations to uncover the conspirators and could and will produce the additional documentations and Transcripts of Report of Proceedings upon request and at importance of the matter at bar. However, more time is required.)*

124. Extreme intimidation against Faulkner and Umunna and other related to Faulkner

and Umunna; including, Judge Michael F. Otto's tactics was by having the Cook County Sheriffs always standing within two feet of nonviolent Faulkner, during court's proceedings. Faulkner's only protection of Judge Otto's court's proceeding was again to hire Court Reporter, 97% of the time, that money permitted, for the court case calls with Judge Michael F. Otto and Urban Partnership Bank, Faulkner, having in access of 82 different "Report of Proceedings" with Defendant(s), herein, providing Faulkner and Umunna with the only protection from the conspirators of detainment of the matters. During one court call Faulkner felt breading on his neck by the Cook County Sheriff, Faulkner turned and rubbed his should against the chest of one Cook County Sheriff. Faulkner then asked Judge Otto "Is it necessary that the Sheriff be breading on the back of his neck." Judge Otto laughs and told the Sheriff took two steps away from Faulkner *(Faulkner has over 40,000 papers in documentations to uncover the conspirators and could and will produce additional documentations and Transcripts of Report of Proceedings upon request and at importance of the matter at bar. However, more time is required).*

125. Michael Eurich, attorney for UPB with full confident, fully self-assured, on many occasions bragged about his strong connections with the judges and the judges dedication to fight for the banks; that, there is no way that the banks will lose in their complaints. Then Michael Eurich said to Marvin Faulkner: "The judges are doing their job and doing quite well. The banks pay very well, to me and to the judges, including Otto. What a fool you are! Soon you will be poor; that will be a happy day." See "Affidavit of Marvin Faulkner" attached as *Exhibit "G"* in the "Complaint Against a Judge" to the State of Illinois Judicial Inquiry Board on March 10, 2015 attached herein as **Exhibit**

“D” , not attached, herein, but is made a part of this “*Verified Complaint*”.

126. Villa Capital Properties and owner Erik Hubbard participated as co-conspirator in the illicit judicial scheme to defraud plaintiff Faulkner and plaintiff Umunna of their properties by knowingly taking part as receiver for the Urban Parntership Bank and together with their attorneys in the chancery cases, all of Villa Capital Properties and their attorneys fees were waived in the Chancery court cases, aforementioned herein. But, none of Marvin Faulkner’s and Samuel C. Umunna’s fees were waived in the Chancery court cases.

127. Villa Capital Properties under the direction of Chuhak & Tecson, P.C. filed their receiver’s reports on the plaintiffs’ property. Villa Capital Properties knew it became an Officer of the Court and had responsibility by law to report any illicit activity/activities concerning Federal, State and Local law; but, Villa Capital Properties and Erik Hubbard participated as directed by Chuhak & Tecson making themselves co-conspirator of defrauding the plaintiffs of their properties.

128. On Burke, Warren, Mackay & Serritella, P.C. lead law firm involved in fraud as described, herein.

129. On or about March 23, 2012 Umunna spoke with a representative of UPB concerning Umunna’s properties mortgaged by ShoreBank. The representative told Umunna that “From the information I have, that we did not assume your loans from the FDIC”. Thereafter, Umunna went to 79th and Cottage Grove and Umunna saw Tommie Bosley and spoke with him about his loans with ShoreBank. Bosley informed Umunna that all Umunna’s loans with ShoreBank were charged off by ShoreBank. Umunna went to UPB to inform them that Umunna found out that all of Umunna’s loans have been

charged off. [Note: Samuel C. Umunna and Marvin Faulkner requested with the courts that UPB is unjustly benefiting thru double dipping, that a request of ShoreBank's record on Umunna's mortgages be open for discovery; each time the judges refused.] Umunna informed UPB that Umunna will not make any further payments, until Umunna is given proof that UPB have ownership of Umunna's loans with ShoreBank; UPB ignored Umunna's request.

XII. IN THE YEAR OF 2013 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

130. On *Samantha L. Babcock* attorney for Urban Partnership Bank of the law firm of Chuhak and Tecason; on **May 07, 2013**, Marvin Faulkner and Samantha L. Babcock had a conversation about, attorney Babcock's drafted Court's Order and Mr. Faulkner did not agree with Attorney Babcock's drafted order and asked the Judges' clerk to recall the case for Judge Simko's review. The Judge's clerk left to inform Judge Simko because Judge Simko had left the bench, of the recalls. This is when attorney Babcock told Mr. Faulkner that: *"You can continue to waste your time if you want; either at the bench or away from the bench, Judge Simko works for us, he will do what we want him to do."* Thereafter, Judge Simko corrected the court's order, as Faulkner requested, then judge Simko asked attorney Babcock is it as you understood. Upon Miss Babcock's objections to the corrected order, Judge Simko realized then Judge Simko withdrew his corrections to the court's drafted order, and then returned to attorney Babcock an order accommodating attorney Babcock's objections.

131. On **July 30, 2013**; Marvin Faulkner and Samuel C. Umunna by Court's Order

went to Erik Hubbard of Villa Capital Property to comply with a Court's Order of a related chancery case; same parties. Judge Swanson made a Court Order for Umunna (Faulkner accompanied Umunna) to personally deliver documents and any monies owed to the office of Erik Hubbard of Villa Capital Property on July 30, 2013 on or before 5 p.m. at 1414 East 62rd Place of Chicago, Illinois. According to Judge Swanson Court order; Samuel Umunna and Marvin Faulkner (Faulkner as a witness arrived and delivered to Erik Hubbard of Villa Capital Property the documents pursuant Court's order. This is when and where Erik Hubbard said; after Mr. Hubbard noticed that there was no money within the package of documents delivered to Mr. Hubbard. Erik Hubbard angrily voiced: *"You think that you are smart, you dumb asses, do you think that this is the only property that me and Samantha are involved in? We take more properties than you can ever imagine! You fuckers! You will see what Judge Swanson is going to do to you! You cannot escape from us; you dumb asses. You will not see any money from me. In fact; I am going to sue your asses. And, I am glad that me and the bank are going to take all of your properties, you fuckers, you boys get the hell out of my office."* Then, Mr. Faulkner and Mr. Umunna left Erik Hubbard's office.

132. Timothy L. Rowell at continual did not notice defendant and counter-plaintiff concerning filed motion from the plaintiff to opposing sides including ex parte orders drafted by either attorney Rowell or Judge Raymond W. Mitchell including the order drafted on May 28, 2013; In part, stated, Failure to appear will result in dismissal for want of prosecution or entry of a default order, Failure to comply with this order will be a basis for sanctions under Rule 219(c). Failure to enforce this order will constitute a waiver of such discovery by the party.

133. Raymond W. Mitchell is involved in conspiracy and other counts as described, herein, willfully and willingly.

134. Irwin J. Solganick and Alexander P. White between telephone calls of the Plaintiff(s) case communicated by the clerk who stated: "Judge Mitchell would be going to lunch soon and wants Faulkner's case back before judge Mitchell on Faulkner's motion to Substitute Judge Raymond W. Mitchell for causes.

135. Alexander P. White and Irwin J. Solganick is involved in conspiracy and other counts as described, herein, willfully and willingly.

136. On Alexander D. Marks participated in fraud and conspiracy as described, herein, willfully and willingly.

137. On May 24, 2013 and many other dates, Marvin Faulkner and/or Samuel C. Umunna filed formally against judges, banks law firms, attorneys and individuals of their plot to destroy Marvin Faulkner and Samuel C. Umunna.

138. On November 12, 2013; Samuel C. Umunna was falsely arrested by Judge Alfred M. Swanson Jr.

139. On November 19, 2013 about 9:45 a.m.; for a 10:00 a.m. court call, before Judge Alfred M. Swanson Jr. in court room 2803 at the Daley Center in Chicago, Illinois that Anna Lenard, Court Reporter hired by Samuel C. Umunna and Marvin Faulkner, as reported in the Affidavit of Marvin Faulkner, the following occurred stated by Court Reporter, Anna Lenard that: "I was in court and I was informed by the judge's clerk or his administrator that the matter was not set that a bond has been posted and was satisfied the judge and the matter has been taken from the call; and, there will be no proceeding and she was very sorry that I'm here, there must be some miscommunication that I, Anna

Lenard, Court Reporter, need not set up so having been told that, the matter was not on call and was not set". Anna Lenard called to confirm, to no prevail/response. And, having the information from the judges' clerk, I packed up and I left." At 10:00 a.m. Mr. Umunna arrived to the court call set for November 19, 2013 before Judge Alfred M. Swanson Jr. and Marvin Faulkner arrived at 10:04 a.m. court call set for November 19, 2013, before Judge Alfred M. Swanson Jr. Samuel C. Umunna told Marvin Faulkner that the Court Reporter had not arrived yet. At about 10:15 a.m. Faulkner called Adrienne Lightfoot to find if a court reporter was sent, no answer, a message was left by Faulkner. At about 10:37 a.m. Judge Swanson's clerk came to Faulkner and Umunna and asked them to come out in the hall to talk. Faulkner and Umunna went to the hall with the judge Swanson's clerk a Sheriff followed us and stood between the judge's clerk and Faulkner and Umunna. Faulkner asked the sheriff, is it necessary that you are standing in front of us as if we are criminals. You are treating us like criminals. We are law bidding citizens and this is very disrespectful. The sheriff only looked at Faulkner and continued to stand aggressively at Faulkner and Umunna. The Judge's Clerk told Faulkner and Umunna that the bond was paid and there is no reason for you to be here." Mr. Umunna then said; "I have an order slip from the sheriff, which orders me to be here. That this matter is up for today by Judge Swanson and in Judge Swanson order, it is not clear to appear today. I do not trust Judge Swanson, so I am making sure that Judge Swanson does not use me again for the purpose of pleasing the plaintiff". At about 10:41 a.m. Judge Swanson calls the case call for November 19, 2013 @ 10:00 a.m. At about, 12:33 Anna Lenard the Court Reporter called Faulkner for payment of November 19, 2013 10:00 a.m. appearance before Judge Alfred M. Swanson Jr. Faulkner refused

to pay court reporter Lenard for non appearance. Anna Lenard informed Faulkner that Judge Swanson clerk told her to not set up and leave, so I did. Faulkner stated: "That no one told Faulkner or Mr. Umunna that a Court Report arrived to court and that no one has the right to tell you to leave directly or indirectly."

a). A short time after; November 19, 2013, Judge Alfred M. Swanson Jr. recused himself from all of Samuel C. Umunna and Marvin Faulkner cases after a formally complaint by Samuel C. Umunna revealed Alfred M. Swanson Jr. illicit acts.

140. On December 03, 2013, Marvin Faulkner, as noted within the affidavit of Marvin Faulkner, was told by Attorney Steven E/. Anderson, as Attorney Anderson boasts about the control he has over the Judges in Chancery Division. Attorney Anderson after a court call, Marvin Faulkner exits the court room; Attorney Anderson walked behind Mr. Faulkner and said to Faulkner. "I know that you have a judgment against you for \$246,000.00 dollars. It looks like everyone is beating you, do you think that it is because; you are trying to fight against us. You know what Attorney Babcock told you; UPB business is money, you do not have a chance, we control the judges. Why do you think that Judge Swanson and Judge Kyriakopoulos make sure you look bad in court; they are with us! We have too many judges, UPB is powerful and there is nothing you can do about it. Faulkner I'm warning you; don't destroy yourself; because, you are black, is the only reason why I am telling you this and if you mention this to anyone. I will k made sure you go to jail, like I made Judge Swanson put Umunna in jail. No more warnings." Then I said: I know that UPB is much more powerful than me; but I am not afraid." Then Attorney Anderson walked away.

141. Dated on April 19, 2013, from the Affidavit of Samuel C. Umunna, "I had over

thirteen mortgage loans approved by and by Tommie Bosley, (Tommie Bosley is the loan officer with ShoreBank) during my relationship with ShoreBank; between, the years of late 2006 thru 2009. On several loans approvals Tommie Bosley expressed to Umunna his marvel of Umunna's ability to make the monthly payments timely with Umunna's income rational to the loans granted to Umunna by ShoreBank. Typically, after ShoreBank's committee would grant the loans to Umunna, Tommie Bosley would say to Umunna: "As always; Sam because, you have paid all of the monthly payments we have with you on time to date and believe me, I don't know how you do it with your income, but you do. So, as long as you continue to pay your monthly mortgages on time, we will approve all of your loans. Sam your loan is approved." Umunna was very much enjoyed hearing that his loans were approved. Despite; that, it was very difficult for Umunna's to make the mortgage payments. But, Umunna believed that the "American Dream" will be accomplished with his hard work and sacrifices. Umunna's income not being adequate to make the timely loans payment and difficult for Umunna to live.

XIII. IN THE YEAR OF 2014 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

142. On **September 11, 2014** Judge Anna M. Loftus ordered that in case number 2010-CH-31405 titled: Nationstar Mortgage, LLC and Citimortgage, Inc., v. Shayna St. Clair; Christina Place II Condominium Association; Unknown Owners and Non-Record Claimants. Case number 2010-CH-31405, as aforementioned, did not include Marvin Faulkner, owner/personal of entitlement to the principle property at issue of case number 2010-CH-31405. That Nationstar Mortgage, LLC, Citimortgage, Inc., and other

orchestrated a scheme to no name Marvin Faulkner to case number 2010-CH-31405, informed to Marvin Faulkner by the laughing attorney, Sonia Pasquesi. Faulkner believes due to Marvin Faulkner's aggressive legal participation during court's matters. The order that Judge Anna M. Loftus entered states: "3rd party Intervener's motion are hereby stricken as moot, as this court no longer retains jurisdiction as the order approving sale was entered on March 18, 2014. However, on September 16, 2015; nearly 12 months without jurisdiction in case number 2010-CH-31405 and with Judge Loftus hate against Marvin Faulkner of Faulkner's fight for justice. Judge Loftus on her own desire and without authority of our laws; Judge Anna M. Loftus ignored the law and gave herself jurisdiction to order a briefing schedule for sanction against Marvin Faulkner in case number 2010-CH-31405. And, plaintiff, Nationstar and their attorneys participated in this illegal act.

143. *Michael A. Eurich* occasionally bragged to Faulkner of his strong connections with the judges and the judge's dedication to fight for the banks by telling Faulkner: "The judges are doing their job and doing quite well. The banks pay very well, to me and to the judges, including Otto. What a fool you are! Soon you will be poor; that will be a happy day." Defendant(s) target plaintiff(s) Faulkner and Umunna with vengeance in and outside of court's proceeding.

144. On July 28, 2014; revealed in the Affidavit of Marvin Faulkner stated and caught on tape: I and Steven Anderson had a conversation that went as follows: Steven Anderson said: "Mr. Faulkner, Mr. Faulkner; I have an Order for you by Judge Gomolinski." Then, Marvin Faulkner said: "Judge Gomolinski DWP me from the case; I will see Gomolinski on the 21st of August; that's when my motions are spindled

before Gomolinski.” **Steven Anderson said**: “Gomolinski granted my emergency motion to advance your motions; you are back in the case and you are ordered by Judge Gomolinski to be presented at the July 30th hearing”. **Marvin Faulkner said**: “That’s an exparte issue; how crooked is that?” **Steven Anderson said**: “Judge Gomolinski is with us; your name is on the Judges’ “Hit List”; they are committed to rule against you (a very slight ha,ha....by Steven Anderson) and your properties will be taken from you and your life will be destroyed, I have already warned you. Even your emergency motion scheduled before Judge Wolfson, today will be denied and that property will be demolished. **Marvin Faulkner said**: “What”? Then **Steven Anderson said**: “Faulkner, you are on the Judges’ “Hit List”. When you sue a Judge, the judges will destroy your life.” Thereafter, I left Steven Anderson’s presence of the 7th floor of the Daley Center.

Later, Anderson found me on the 6th floor of the Daley Center then **Anderson** said to me “Here is the copy of today’s order.” Then; Anderson started to record our conversation, between Steven Anderson and me, from his cell phone. Within, 5 minutes into that conversation, I took out my cell phone, to record Steven Anderson photo and to try to allure Steven Anderson to admit on the recorder, of his earlier statements and that Judge Gomolinski is executing his participation in the “Hit List”, against me, as Mr. Anderson had revealed.”

145. **As of December 22, 2014**, Judge Michael F. Otto has 149 co-workers as partner/boss under the company name *Jenner & Block LLP* see *Joesdata.com* Prior and currently; (*as understood and noted*), Judge Michael F. Otto is partner with the law firm of Jenner & Block LLP at 353 North Clark Street of Chicago Illinois; placing him at

conflict with the law and conflict of interest in the matter at bar.

146. On *Villa Capital Properties*, owner, Erik Hubbard the court appointed receiver to the "*Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*": also, the purchaser the *Properties of the August 20, 2010 Agreement and Chancery Court's Filing to Defraud Marvin Faulkner and Samuel C. Umunna*" in a close bidding with the principle conspirators, Urban Partnership Bank.

147. On; March 12, 2014, Anna M. Loftus was appointed as a judge by the Illinois Supreme Court on Judge Anna M. Loftus was a partner in the firm Hall, Prangle & Schoonveld, LLC. She is an Adjunct Faculty member at John Marshall law School, The daughter of the husband and wife team of the 14th Ward Alderman Edward M. Burke (who is over the finance committee for Chicago) and Anne M. Burke (who is a Judge with the Illinois Supreme Court) have a daughter named Jennifer Burke who is also an "Adjunct Faculty" member at the John Marshall Law School. Harvey Smith from the law firm of Chuhak & Teson, P.C. is also an Adjunct faculty member at the John Marshall Law School where the Judge Anna M. Loftus is also an "Adjunct Faculty member.

148. Faulkner over heard Elizabeth Lyons in communication with believed to be an attorney, female, that judge Loftus is protected by Edward Burke and Anna Burke and that judge Loftus is not competent Loftus is protected.

149. The City of Chicago is influential in the scheme of intimidation and continue to conspire to target plaintiffs; herein, with little to no mercy to the plaintiffs, demolishing the properties of the plaintiffs' without notice of court cases or allowing Plaintiff(s)

opportunity to correct any building violation.

150. On Meredith Freeman at the direction of the Chancery Judge would move the case towards victory of foreclosure on the property at question. At times of frustration ei. Case number 2008-CH-13579 attorney became upset with judge Marinos because Judge Marinos knew that a ruling of Default was not possible and a ruling of Summary Judgment was not possible because there were issues of material fact that were present according to defendants Third Amended Answer in case number 2008-CH-13579 allowed by Judge Atkins. Later, Judge Anna M. Loftus presided over case number 2008-CH-13579. Judge Loftus ignored defendants' Faulkner's and Ihejirika's Third Amended Answer in case number 2008-CH-13579 and only ruled on defendants' first answer to case number 2008-CH-13579 in 2014 that is still at issue on motion to vacate Judge Loftus rulings.

151. Meredith Freeman was aware and was made aware that case number 2008-CH-13579 should not be in Chancery at best Law Division. Meredith Freeman looked at Faulkner and said "who cares".

152. The Defendants, herein, knowingly disregarded the law and decided to benefit from illicit activity against the Plaintiffs.

XIV. IN THE YEAR OF 2015 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

153. On **February 03, 2015**: Marvin Faulkner notarized his affidavit to report an encounter he had with Anna M. Loftus, that states in pertinent parts: "On January 28, 2015, I was at the Daley Center at or around 12:30 p.m. to file a *"Re-Notice" for case*

#2010-CH-31405 titled: "UNDER AND PURSUANT TO 735 ILCS 5/2-407 AND 735 ILCS 5/2-1401, PROPOSED INTERVENING THIRD PARTY DEFENDANT'S MARVIN FAULKNER'S, PETITION TO INTERVENE ACCORDING TO SECTION 735 ILCS 5/2(a)(1,2 &3); SECTION 735 ILCS 5/15-1501 (b) 1,8 & 9 AND SECTION 735 ILCS 5/19-124". After, I filed my petition; I went to the 28th floor of the Daley Center to deliver a courtesy copy of that petition to Judge Anna M. Loftus' clerk. I arrived on the 28th floor of the Daley Center, I walked towards the middle hall to deliver my petition, and then, I saw Judge Anna M. Loftus walking towards me and me towards her. As I approached Judge Anna M. Loftus I said: "Hello". Judge Anna M. Loftus said to me with a retaliation look on her face: "**Nigger, I'm going to enjoy destroying you**". I became worried, unlike ever before, without stopping, I continued to walk, looking straight ahead. As, I passed Judge Loftus looking at me with a sinister laughter on her face, then she entered the doorway. I believe the Judge's elevator doorway. I delivered my petition to the clerk's/secretary's desk as a courtesy copy, I then left the Daley Center and went home; disregarding my other affairs needed at the Daley Center. I had prior threats from Judge Anna M. Loftus; including, when she denied passing a case call, when I requested to use the bathroom. But; the threat by Judge Loftus on January 28, 2015, was different; it hit me hard, when Judge Anna M. Loftus said to me: "**Nigger, I'm going to enjoy destroying you**".

154. On **April 30, 2015** Judge Anna M. Loftus, without jurisdiction and hatred for Marvin Faulkner for Faulkner's aggressive legal litigations, order the following: The petitioner, Marvin Faulkner, having scheduled a petition entitled: Re-Notice of Motion/Petition "Under and Pursuant to 735 ILCS 5/2-407 and 735 ILCS 5/2-1401,

Proposed Intervening Third Party Defendant's, Marvin Faulkner's, Petition to Intervene according to Section 735 ILCS 5/2-408(a) 1,3 &3; Section 735 ILCS 5/15-1501(b) 1, 8 &9 and Section 735 ILCS 5/19-124" (as in original) for presentation, the court determines that the petition is substantially identical to the petitioner's prior petitions, which the court has denied for lack of jurisdiction four times before.

155. On September 11, 2014 judge Loftus struck the petitioner's petition to intervene and motions noting "this court no longer retains jurisdiction as the order approving sale was entered on March 18, 2014."

156. On September 22, and 24, 2014, judge loftus court entered apparently-identical orders declining to set substantially similar petitions as emergencies, noting "the Court no longer has jurisdiction over the underlying matter."

157. On January 22, 2015, judge Loftus denied a substantially similar petition "for the reasons stated in court, specifically pursuant to this Court's finding in the September 11, 2014 court order finding [sic] that this court does not have jurisdiction."

158. The court reiterates: The above-captioned matter was fully disposed on March 18, 2014. No post-judgment motions were filed within the 30 days following entry of that final order. The 1401 petition of a non-party cannot re-vest this court with jurisdiction over a matter that the petitioner was a stranger to.

159. As the petitioner has repeatedly re-filed the same argument, any further filings of or presentation of this petition in this court, may result in sanctions. The petitioner is not without a remedy for his alleged harm; this is not the forum for the petitioner's allegation. The motion is denied, for want of jurisdiction. Entered by Judge Anna M. Loftus

160. *Michael Francis Otto*, should have recused himself after a federal complaint

was filed against him by plaintiff Faulkner and Umunna from all and any cases that involved plaintiff, aforementioned; but, Judge Otto refused to recuse himself that he may rule against plaintiff Faulkner and Umunna to satisfy Urban Partnership Bank direction of approval of sale. Later, Judge Otto reviewed his error and had no choice but to recuses himself, therein.

161. At insertion of Judge Anna M. Loftus on the adjudication of plaintiffs' motions. Judge Anna M. Loftus was very aggressive and refuse to listen, brief or hear oral arguments to any of the plaintiffs' motions or filing. At presentation of any of the plaintiffs' motions or filings, Judge Anna M. Loftus, would start reading a prepared order, without, any conversation. At times, Judge Anna M. Loftus would stumble, take long pauses and reread the prepared draft orders then hand it to both litigants then call the next case call and ask the presented litigants to be seated. The ruling 100% of the times would not favor the herein plaintiffs.

162. Judge Anna M. Loftus on several occasions ignored motions that addressed UPB wrong doing, including a Declaratory Judgment motion concerning UPB representation of commercial foreclosures on non commercial properties. As well as, material issues concerning case number 2008-CH-13579. (Plaintiffs' request that all issues, both adjudicated and without adjudication, that are aforementioned in this case, case number: 15-cv-3344, be removed from state court to federal court, for the reasons, but not limited to, the fraud activity against the plaintiffs, herein).

163. Nationstar Mortgage, LLC., Citimortgage, Inc., and Federal National Mortgage Association fraudulent attempt of stealing Marvin Faulkner's property at 120 East 45th Street, Unit #202 in case number 2014-M1722413 and in case number 2010-CH-31405.

164. On September 16, 2015 Judge Anna M. Loftus ordered in case number 2010-CH-31405 the same case that on January 22, 2015 ordered, that Judge Anna M. Loftus does not have jurisdiction to hear the any matter in case number 2010-CH-31405 and that Marvin Faulkner's petition is stricken, and CitiMortgage's oral motion for sanctions is denied as the Court does not entertain oral motions; and this matter is continued to 9/25/15 at 10:00 a.m. for status.

165. On September 25, 2015 Judge Anna M. Loftus entered a "Scheduling Order on Contested Motion", in case number: 2010-CH-31405 the same case that judge Anna M. Loftus claimed that the court has no jurisdiction for want of jurisdiction that: Plaintiff, CitiMortgage motion for sanctions against Marvin Faulkner to be heard before judge Anna M. Loftus on November 19, 2015 at 3:00 p.m. And, that Marvin Faulkner response to plaintiff's motion for sanction is due on or before October 16, 2015 and Plaintiff's in case number 2010-CH-31405 reply brief on the motion, due on or before November 06, 2015.

166. On September 25, 2015 in case number 2010-CH-31405 Codilis & Associates, P.C. at 15W030 North Frontage Road; Suite 100 Burr Ridge, Illinois 60527 for plaintiff's therein filed their motion for sanctions against Marvin Faulkner.

167. On November 04, 2015; Marvin Faulkner, experienced something that appears in movies, books and horror stories a firsthand set up understood by whistleblowers, herein. On November 04, 2015 a telephone call at 2:25 p.m. from the telephone number 1-773-869-7100 from a Cook County Sheriff's Police Detective name Pierce of badge number *723 from the Investigations Section, with a disturbing conversation but a soothing deliver; asking Faulkner to visit his office to clear his[Faulkner's] that came

before him [Detective Pierce] given by judges. Faulkner's immediate response was, in the manner of, please officer tell me what are you talking about? Detective Pierce stated: "Don't worry it's not criminal, at best it's a civil issue that came before Detective Pierce, what time are you [Faulkner] able to meet me at 1401 Maybrook Drive, Maywood Illinois". Faulkner told detective Pierce that: "That I cannot at this time" and "What matter is there that I must clear my name." Detective Pierce would not tell Faulkner only urging Faulkner that, only a few minutes of Faulkner's time is required. Faulkner then said that Faulkner would have to check Pierce out to be sure Pierce is who Pierce says he is. After, Faulkner hung the phone with the individual [Now known to be Detective Pierce], Faulkner called 911 and reported the phone call and Faulkner alerted 911 that Faulkner was afraid and worried of the call. Because, since around august Faulkner filed an Amended Federal Complaint against: Judges, Banks, Law Firms, lawyers and others in case number 15-cv-3344 with the intention to uncover corruption and illicit behavior, therein. The 911 dispatcher sent an officer [female] to Faulkner's home and for about an hour Faulkner and the dispatched officer talked and a report was noted as the officer told Faulkner she would do.

168. **On November 05, 2015** at about 5:44 p.m. Faulkner received a telephone message from his son, with a concerned temperament in his voice which was left with Faulkner. Faulkner returned the call; then, Faulkner received harsh information, that people, men, were banging on the door and shinning bright light into the house. Faulkner immediately left what he was doing and headed home. Upon Faulkner arriving home, in front of Faulkner's house was a parked car with a spot light on the drivers' door, it could have been an unmarked car, but Faulkner was not sure. Faulkner called 911 to assist, in

case of any danger. A 911 officer came within several minutes. The officer dispatched by the 911 operator came and called Faulkner by telephone to open Faulkner's house door to speak with the 911 officer, Faulkner did. Thereafter; in part, the following conversation occurred. Meeting the 911 officer, Faulkner said to the 911 officer that, a situation has occurred; after, Faulkner had filed an amended federal civil complaint against: judges; banks; and law firms and co-conspirators under a Rico complaint to be adjudicated in federal court justices on August 03, 2015. Since then many strange things have been happening and Faulkner felt threatened. Faulkner believes that the judges whom Faulkner has filed a complaint against are orchestration harm to me for my attempt to uncover corruption in the judicial system. But, not the judicial system, only a hand full that is using the judicial system for illicit purposes. Thereafter, Officer Pierce *723 noted that the purpose that the purpose that he's is to give opportunity to Faulkner, that Faulkner may clear his name from a list of potential suspects of a letter that was giving/address to judges in the Cook County area. Faulkner assured Officer Pierce, *723, that nothing Faulkner have done is illicit; that Faulkner's has the right to sue for illicit behavior, even a judge. Officer Pierce, *723 accompanied by Officer Carter; I believe, continued in their efforts to convince Faulkner to accompany them to their office for conversation, only a few minutes of Faulkner's time. Faulkner refused/digressed their offer; but, agreed to meet in the morning of the next day. As the conversation continued Officer Pierce and Officer Carter continued in their positioning that Faulkner was not under arrest but insisted that Faulkner come with them. Faulkner refused. At that point the 911 officer announced his departure and greeted all well. The moment the 911 officer left the following occurred, as permitted to the remaining officers

concurrent of the following as recorded: **Faulkner**: "Do you mind if I turn this on".

Officer Pierce: "No, I do not mind." **Faulkner**: "If we can possibly, what's a good time, do you start tomorrow?" **Officer Pierce**: "We start at 7 in the morning."

Faulkner: "7 in the morning and you're in Maywood, so you're not too far from here".

Officer Pierce: "Not too far from here." **Faulkner**: "And, I have to come to your office

verses you tell me what's going on here." **Officer Pierce**: "We prefer you come to our office.....(see affidavit)....." **Officer Carter**: "Sorry to cut you off Marvin,

you said that there were no other adult in the house?" **Faulkner**: "My son". **Officer**

Carter: "Just your son and your daughter?" **Faulkner**: "Right." Officer Carter: O.K.

bottom line is this; you're going to have to come with us tonight for questioning that is

not an option." **Faulkner**: "Why is that?" **Officer Carter**: "Hmmm". **Faulkner**:

"Why?" **Officer Carter**: "Because you do." **Officer Carter**: "Like my partner said your name came up in an investigation and this have to be taken care of tonight there is

no other options, o.k., you're not being formally charged with anything right now; but,

we do have to ask you some questions and it has to at the police station." **Faulkner**:

"Can I get my jacket and my tie and I will be right back is that o.k. I am coming right

back. I just want to get my jacket and my tie I like to look like you guys." **Officer**

Carter: "that's not necessary sir, you will be in a car, there is heat in the car, less than 10

minutes away from the police station; you will be in and out, o.k."..... Eventually,

Faulkner was taken, under Faulkner's duress, to 1401 Maybrook Drive, Maywood,

Illinois by detective Pierce and Detective Carter and held there for over 24 hours under

detainment and questioning without being charged with any charges. Although,

Faulkner was detained against his will Faulkner cooperated with the Sheriff's Police,

Cook County Department from the dates of November 05, 2015 at about 7:45 p.m. until the date of November 06, 2015 at about 8:14 p.m., under Faulkner's duress. With only one message Faulkner had for the Officers of the investigation (See recording therein the recording by the Sheriff's Police Cook County Department) that Faulkner filed a federal Civil Claim under case number 15-cv-3344 charging judges; law firms and their co-conspirators with RICO claim and that Faulkner believe that the judges; law firms and the co-conspirators are trying to frame Faulkner so that Faulkner do not uncover their corruption. That, Faulkner have not done anything wrong or illicit to be questioned by the officers any officers. Faulkner's attorney visit and informed Cook County Sheriff that Faulkner will no longer answer any more question without his attorney. Within hours the Cook County Police released Faulkner. Faulkner's rights were stripped by the Cook County Sheriff's Police Department and embarrassed at his home in front of his neighbors. But the more disturbing thing occurred and concerned Faulkner greatly. Faulkner's finger prints and palm prints was taken an enormous amount of times. Two complete ink prints of both Faulkner's complete hand and twice by computer.

[Faulkner hopes that his hands prints' will not be used for illicit purposes, as it appears to Faulkner as it appears to be an extreme amount of times, to take both Faulkner's hands prints without being charged with any charges]. Again, later, Faulkner was released with no charged but, the officers doing Faulkner's release could not find Faulkner personal bags that was taken from Faulkner during his lock-up by the Cook County Police. That the officers at Faulkner's detainment for investigation decided to separate Faulkner's personals items into two separate plastic bags, for about 5 minutes during Faulkner's release and the search for Faulkner's missing items that should have

been in lock-up and undisturbed. Officer Pierce came from, Faulkner believe, Officer Pierce office with Faulkner missing personal items that by law should had been in lock-up. Faulkner believes that herein is corruption; and, that the illicit judges are not happy of my release with no charges by the Cook County Sheriff's Police Department. And, Faulkner believes that the illicit judges and co-conspirators will continue to try and frame Faulkner, continuing their intimidation.

169. On **November 19, 2015** by judge Abbey Fishman Romanek ordered and declared: "Mr. Faulkner, I have reviewed your motions; one for disqualification and the other to vacate September 25, 2015 court's order. After, vigilant review your matter should not be before me. As you've stated and provided exhibits to me and showed that you are an owner of the property in which this matter stemmed from a Chancery case 2010-CH-31405. The exhibits shows that you where not noticed in case number 2010-CH-31405; however, your fight is not in this court room. Your fight is in Chancery; you will have to go back to Chancery and file a motion. I do not know why you were not served summons and complaint. I do see, that in 2009 you've recorded the warranty deed and in 2010 plaintiff filed their foreclosure. I do not know if your direction is by motion to quash, voidness or whatever the case, your fight is in Chancery. Therefore, I will order the following: 1. On the Court's own motion the May 15, 2015 order allowing Faulkner to intervene is vacated, based on Faulkner making this court aware that he is an owner of 120 East 45th Street, Unit number 202 in case number: 2010-CH-31405. 2. The motion to vacate September 25, 2015 order is denied. 3. The motion to disqualify judge Romanek is denied. 4. Trial on December 4, 2015 at 9:30 a.m. as to unknown occupants.

170. Edward J. Lesniak as set forth herein knowingly participated in fraud and conspiracy to destroy the Plaintiff(s) as described, herein.

XV. IN THE YEAR OF 2016 OF THE WRONG AGAINST THE PLAINTIFFS

[By The Defendant(s)' collective and continuous illicit scheme to attack and harm Marvin Faulkner and Samuel C. Umunna; that, Marvin Faulkner and/or Samuel C. Umunna formally complained against judges, banks, law firms, attorneys & individuals. Plaintiffs understands that:]

171. That, Samuel C. Umunna was visited at his home by the Cook County Sheriffs requesting for a conversation.

a). Samuel C. Umunna is afraid for his life because of the plot and conspiracy against Umunna and Faulkner for their aggressive litigation and their attempt to reveal the corruption, set forth, herein.

b). Marvin Faulkner is afraid for his life because of the plot and conspiracy against Umunna and Faulkner for their aggressive litigation and their attempt to reveal the corruption, set forth, herein.

172. The Plaintiffs has been worried since 2012 of the aggressive back lashed by the Defendant(s).

173. The City of Chicago, at intimidation and from the City places claims illicitly against the Plaintiff(s) and without causes.

174. LaSalle Bank National as Trustee for Certificate Holders of Bear Stearns Asset Backed Securities I, LLC, Asset-Backed; ENCORE CREDIT; EMC MORTGAGE CORPORATION; Michael N. Varak; Anna M. Loftus and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS plots according to Elizabeth Lyons and the record in case number 2008-ch-13579, clearly shows that Elizabeth Lyons communication to Marvin Faulkner is confirmed, of the illicit plot by the Defendants to destroy Marvin Faulkner

and anyone associated with Marvin Faulkner for Faulkner's complaining and complaint against judges, banks, law firms, attorneys & individuals of the corruption as aforementioned in this "*Verified Complaint*".

175. Federal National Mortgage Association; Christina Place II Condominium Association; Bryan Gomez; First Franklin Mortgage Association and George F. Scully Jr. plotted and continual to plot to harm Marvin Faulkner and anyone associated with Marvin Faulkner for Faulkner's complaining and complaint against judges, banks, law firms, attorneys & individuals of the corruption as aforementioned in this "*Verified Complaint*".

XVI. DISCOVERY RULE AND FRAUDULENT CONCEALMENT

176. Plaintiffs hereby affirmatively plead the discovery rule and would show that Plaintiffs' claims are not barred by limitations and accrued only when Plaintiffs discovered or, in the exercise of reasonable diligence, should have discovered the facts giving rise to their causes of action.

177. Plaintiffs hereby affirmatively plead fraudulent concealment and would show that Plaintiffs' claims are not barred by limitations and accrued only when Plaintiffs discovered the Defendant(s)' fraudulent concealment of the facts giving rise to Plaintiff(s)' causes of actions.

XVII. JURY DEMAND

178. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff(s) hereby demands a trial by jury on all issues tribal/trial by jury.

a). Plaintiffs request this case be decided by a jury, and the appropriate jury fee has been paid by the Plaintiffs.

XVIII. REQUESTED RELIEF

179. Plaintiffs request Defendants to be cited to appear and answer and that they have judgment for their damages, treble damages, punitive damages, costs, interest, attorney's fees, relief under 18 USC § 1964(a) and any other relief to which they may show themselves entitled.

a). Due to additional information has been searched and not yet received of documents, exhibits and facts, not yet plead, herein. Plaintiff(s) requests additional time to supplement and/or amended this "*Verified Complaint*". Additional title violations and additional common law claims have not yet been inclusive of this "*Verified Complaint*". And, if discovery is not granted for any reason and/or request for dismissal of this "*Verified Complaint*" is requested by any party or entity of this matter and upon Plaintiffs' request; Plaintiff(s) calls for dismissal of the "*Verified Complaint*" without prejudice by this Honorable Court.

XIX. CLAIM FOR RELIEF

180. *WHEREFORE*, Plaintiffs, on behalf of themselves respectfully request that the Court;

- A. Enter judgments against each of the Defendant and in favor of the Plaintiffs and each of the respective violations of RICO and/or common law issues;
- B. Award the Plaintiffs actual and compensatory damages, trebled, in an amount to be determined at trial;
- C. Award the Plaintiffs restitution or disgorgement of ill-gotten gains, as appropriate;
- D. Award the Plaintiffs exemplary and/or punitive damages predicated on their

claim for fraud, as allowed by law;

E. Award the Plaintiffs their costs of suit, including reasonable attorneys' fee, as provided by law;

F. Award the Plaintiffs prejudgment and post-judgment interest, as allowed by law

G. For appropriate declaratory relief regarding the unlawful and unconstitutional acts and practices of the [Defendant/Defendants].

H. For appropriate equitable relief against all Defendants as allowed by the Civil Rights Act of 1871, 42 U.S.C. §1983, including the enjoining and permanent restraining of these violations, and direction to the Defendants to take such affirmative action as is necessary to ensure that the effects of the unconstitutional and unlawful practices are eliminated and do not continue to affect the plaintiffs' or others'.

I. Award such further and additional relief as the Court deems just and proper.

COUNT I - RICO (Violations of RICO, 18 U.S.C. § 1962(C))
VIOLATION OF 18 U.S.C. § 1962(d)

[Violation of Plaintiffs' Federal and Legal Rights against Defendant(s): Anna M. Loftus; William Farrow; Michael A. Eurich; George F. Scully Jr.; Elizabeth Lyons; Darryl B. Simko; Alfred M. Swanson Jr.; Michael Francis Otto; Michael N. Varak; Bryan Gomez; Meredith Freeman; Edward J. Lesniak; Alexander D. Marks; Palmela Mclean Meyerson; Raymond W. Mitchell; Irwin J. Solganick; Alexander P. White; Timothy L. Rowell; Sonia Pasquesi; John Avgerinos; Paul Avgerinos; Samantha L. Babcock; Steven E. Anderson and Erik Hubbard]

181. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

182. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property

interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

183. As a direct and proximate result of [Defendant/Defendants] *Violation of Rico* [violations of Rico, 18 U.S.C. §1962[C] & violation of § 18 U.S.C. § 1962[D]],

[Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

- a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).
- b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this “*Verified Complaint*”.
- c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

FRAUD
CONSPIRACY TO VIOLATE RICO,

A. Defendant(s) conduct as described above constitutes common law fraud. Plaintiffs incorporate all allegations of fraud in their RICO claim into this claim and hereby assert a claim for fraud and recovery of actual and punitive damages.

2. Defendant(s), either directly or through their agents or as part of the overall conspiracy as described herein misrepresented the benefits against Plaintiffs.

3. These misrepresentations were made either willfully, or alternatively, negligently without regard for their truth. The misrepresentations were intended by Defendants to be relied on by Plaintiffs. Defendants willfully, or alternatively, negligently, prevented plaintiffs from fully understanding the truth in order to prevent Plaintiffs from discovering the various misrepresentations and fraud, or alternatively, negligence as

alleged herein.

4. Defendant(s) also fraudulently and intentionally concealed material facts from Plaintiff(s) for the purpose of inducing Plaintiff(s) to engage in the mortgages pursuant to the Defendant(s)' deceptive marketing scheme. Said concealment by the Defendants was calculated, willful and intentional and renders Defendant(s) liable to Plaintiffs for actual and punitive damages as though said Defendant(s) had affirmatively stated the non-existence of the matters said Defendant(s) concealed. The acts of said Defendant(s) as aforesaid render said Defendant(s) liable to Plaintiffs and causes of action are hereby stated for fraudulent concealment.

5. Defendants' conduct constitutes a civil conspiracy thereby making all and/or some of the Defendants equally liable for the conduct of all and/or some other Defendants, jointly and severally.

184. As a direct and proximate result of the [Defendant/Defendants] violations of [Plaintiff/Plaintiffs] constitutional rights, [Plaintiff/Plaintiffs] [has/have] suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (\$4,905,771.87) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen

Dollars and Sixty-One cents (\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

AND, Plaintiff prays for judgment against Defendant(s), herein listed above in count I, and each of them as follows:

1. For threefold the damages actually sustained and the costs of suit, in a sum not less than Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents [\$4,905,771.87], including a reasonable attorney's fee, (*if applicable*) pursuant to 18 USCA § 1964 (c) with interest there at the rate of Seven percent (7%) per annum;
2. For such other and further relief as the Jury/Court may deem appropriate pursuant to 18 USCA § 1964;
3. For such other and further relief as the Jury/Court may deem appropriate pursuant to 18 USCA § 1964;

COUNT II – 42 U.S.C. 1983
Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

185. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

186. [Defendant/Defendants] [has/have] acted under the color of law when

[Defendant/Defendants] deprived Plaintiff of **[his/their]** federal rights, property interests and otherwise discriminated against **[Plaintiff/Plaintiffs]** based upon the illicit acts by the **[Defendant/Defendants]**.

187. As a direct and proximate result of **[Defendant/Defendants]** *Violation of §42 U.S.C. 1983*, **[Plaintiff/Plaintiffs]** **[has/have]** sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this “*Verified Complaint*”.

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s). Judge was hired by the State as an officer of the Court to protect the public from injustice and did not.

188. That continually from the period of 2008 and 2016 of this “*Verified Complaint*” Defendants’ plot to destroy the Plaintiffs; because the Plaintiffs preformed and exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the Defendants, as aforementioned.

189. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

190. That during the period of 2008 thru 2016 of this “*Verified Complaint*” Plaintiffs filed this the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against

the Defendants on many occasion, Plaintiffs had made aware to the Defendant(s) of the harm and fear the Plaintiffs have of the Defendant(s).

191. That the Defendants by its servants, agents and employees were then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) derivation of Plaintiffs their Constitutional Rights, Privileges that are/is secured by laws in a continuous manner plot/plotted against the Plaintiffs to fulfill their conspiracy to defraud the Plaintiffs and the Plaintiffs way of life.

b). Defendant(s) in their reckless and direct acts caused Plaintiffs irreversible harm, as set forth in this "*Verified Complaint*". (*But, not limited to*).

192. That by reason of the set forth in the "*Verified Complaint*" of paragraphs above as a result of the aforesaid intention and directly or indirectly, of the said Defendant(s), as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness.

Plaintiffs have been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have acquired.

193. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (\$4,905,771.87) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (if applicable) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT III – 18 U.S.C 242
Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

194. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

195. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

196. As a direct and proximate result of [Defendant/Defendants] Violation of §18 U.S.C. 242, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".

c. The Plaintiffs believe that their telephones and computers are being tap by the Defendant(s).

197. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendant(s), as a result that, the Plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the Defendant(s), as aforementioned.

198. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

199. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the Defendant(s) on many occasion, Plaintiffs had warned the Defendant(s) their harm to the Plaintiffs.

200. That the Defendant(s) by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) acts towards/to the Plaintiffs due to the Plaintiffs color and/or race being: African American is Unconstitutional under United States Laws.

b). Plaintiff(s) [as Anna M. Loftus said to Faulkner "Nigger I'm going to enjoy destroying you on February 03, 2015] is being punished for being African American.

201. That by reason of the set forth in the "*Verified Complaint*" of paragraphs set forth above as a result of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have made and acquired.

202. As a direct and proximate result of the [Defendant/Defendants] violations of [Plaintiff/Plaintiffs] constitutional rights, [Plaintiff/Plaintiffs] [has/have] suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just

remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT IV – HATE CRIME

Violation of Plaintiffs' Federal and Legal Rights (Against all Defendants)

203. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

204. **[Defendant/Defendants] [has/have]** acted under the color of law when **[Defendant/Defendants]** deprived Plaintiff of **[his/their]** federal rights, property interests and otherwise discriminated against **[Plaintiff/Plaintiffs]** based upon the illicit acts by the **[Defendant/Defendants]**.

205. As a direct and proximate result of **[Defendant/Defendants]** *Violation of Hate Crime*, **[Plaintiff/Plaintiffs]** **[has/have]** sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

206. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendant(s), as a result that, the plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the defendants, as aforementioned.

207. The defendant(s), herein, both directly and indirectly, individually and through its

agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the plaintiffs.

208. That during the period of 2008 thru 2016 of this verified complaint plaintiff filed this the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s) of their harm to the Plaintiff(s).

209. That the defendants by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) willfully created the Plaintiff(s) to suffer that the Plaintiff(s) have not found a white people/person to have/has suffered.

b). Defendant(s) have systematically orchestrated the demise of the Plaintiffs way of life primarily believed by Plaintiff(s) is/are due to Plaintiffs being African Americans.

210. That by reason of the set forth in the "*Verified Complaint*" of paragraphs set forth above of the aforesaid intention and directly or indirectly, of the said Defendant(s), as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiffs have been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have made and acquired.

211. As a direct and proximate result of the **[Defendant/Defendants]** violations of

[Plaintiff/Plaintiffs] constitutional rights, [Plaintiff/Plaintiffs] [has/have] suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. (**TO BE DETERMINED**) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT V - §1981- CIVIL RIGHTS VIOLATIONS

Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

212. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

213. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit

acts by the [Defendant/Defendants].

214. As a direct and proximate result of [Defendant/Defendants] *Violation of §1981-Civil Rights Violations*, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

215. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendants, as a result that, the plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the defendants, as aforementioned.

216. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the plaintiffs.

217. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s) of their harm, to no prevail.

218. That the Defendants by its servants, agents and employees were then and there guilty of one or more of the following harms, negligent acts and/or omissions:

- a). Defendant(s) refused and plotted to defraud Plaintiffs of their civil liberties equal and full benefits under laws, in which the Plaintiffs relied on of the Defendant(s).
- b). Plaintiffs were signal out by the Defendant(s) of extreme harm, pain, punishment by the Defendant(s) for Plaintiffs' aggressive legal litigation.

219. That by reason of the set forth in the "*Verified Complaint*" of paragraphs above as a result of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have acquired.

220. As a direct and proximate result of the [Defendant/Defendants] violations of [Plaintiff/Plaintiffs] constitutional rights, [Plaintiff/Plaintiffs] [has/have] suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven

Hundred Seventy-One Dollars and Eight-Seven Cents (\$4,905,771.87) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (if applicable) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT VI – §1985 (3) DEPRIVATION

Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

221. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

222. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

223. As a direct and proximate result of [Defendant/Defendants] Violation of §1985 (3) Deprivation, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "Verified Complaint".

c. The Plaintiff believe that their telephones and computers are being tap by

the Defendant(s).

224. The circuit court judges knew that he lost all immunity as a Judge when he participated in criminal acts, aiding, assisting or conniving with others who perform a criminal act in their administrative/ministerial duties.

225. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendant(s), as a result that the Plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the defendants, as aforementioned.

226. The defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the plaintiffs.

227. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s) of their harm to the Plaintiffs.

228. That the Defendants by its servants, agents and employees were then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) conspired to intimidate the Plaintiffs, as set forth, herein, to directly or indirectly take away Plaintiffs' protection under the laws by the Defendant(s) threat on the Plaintiffs using color of law for Defendant(s) ill-gotten gain.

229. That by reason of the set forth in the "*Verified Complaint*" of paragraphs, above

as a result of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have made and acquired.

230. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. **(TO BE DETERMINED)** in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT VII – INTENTIONAL TORT

Violation of Plaintiffs' Federal and Legal Rights (Against all Defendants)

231. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

232. **[Defendant/Defendants] [has/have]** acted under the color of law when **[Defendant/Defendants]** deprived Plaintiff of **[his/their]** federal rights, property interests and otherwise discriminated against **[Plaintiff/Plaintiffs]** based upon the illicit acts by the **[Defendant/Defendants]**.

233. As a direct and proximate result of **[Defendant/Defendants]** *Violation of Intentional Tort*, **[Plaintiff/Plaintiffs]** **[has/have]** sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this “*Verified Complaint*”.

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

234. That continually from the period of 2008 and 2016 of this “*Verified Complaint*” Defendants, as a result that, the plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the Defendants, as aforementioned.

235. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing

its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

236. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s) of their harm to the Plaintiffs.

237. That the Defendant(s) by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) of their free minds and bodies plotted against Plaintiffs for the purpose to defraud Plaintiffs' properties and gains for the use of the Defendant(s).

b). Defendant(s) knew or should have known that the harm the Defendant(s) perpetrated against the Plaintiffs would cause extreme harm to the Plaintiffs.

238. That by reason of the set forth in the "*Verified Complaint*" of paragraphs, above as a result of the aforesaid intention and directly or indirectly, of the said Defendant(s), as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness.

Plaintiffs have been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have acquired.

239. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits,

lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. (**TO BE DETERMINED**) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT VIII – INTIMIDATION

Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

240. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

241. **[Defendant/Defendants]** **[has/have]** acted under the color of law when **[Defendant/Defendants]** deprived Plaintiff of **[his/their]** federal rights, property interests and otherwise discriminated against **[Plaintiff/Plaintiffs]** based upon the illicit acts by the **[Defendant/Defendants]**.

242. As a direct and proximate result of **[Defendant/Defendants]** *Violation of*

Intimidation, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

- a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).
- b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".
- c. The Plaintiffs believe that their telephones and computers are being tap by the Defendant(s).

243. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendant(s), as a result that, the Plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the Defendants, as aforementioned.

244. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

245. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s) of their harm, to the Plaintiffs.

246. That the Defendant(s) by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

- a). Plaintiffs directly of affect of the acts of the Defendant(s) made or had the

Plaintiffs arrested and degraded the Plaintiffs by people with guns, and on occasion said people holding the handle of their gun while looking at the Plaintiff(s).

b). Defendant(s) threaten and is threatening Plaintiffs liberty, lives and enjoyment of life aiming to hurt or embed fear in the Plaintiff(s) for their aggressive legal litigations.

247. That by reason of the set forth in the "*Verified Complaint*" of paragraphs, above as a result of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have acquired.

248. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. **(TO BE DETERMINED)** in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents

(\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT IX – PIERCED CORPORATE VEIL

Violation of Plaintiffs' Federal and Legal Rights (Against Defendants: Pierce & Associates; Federal Deposit Insurance Corp; Urban Partnership Bank; ShoreBank; Jenner & Block LLP; Chuhak & Tecson, P.C.; Villa Capital Properties; City of Chicago; LaSalle Bank National Mortgage Electronic Registration Systems; Encore Credit; EMC Mortgage Corporation; Bear Stearns Asset Backed Securities I LLC; Nationstar mortgage, LLC; Citimortgage, Inc., Federal National Mortgage Association; First Franklin Mortgage; US Bank National Associates; Kovitz, Shifrin & Nesbit Law Office; Burke, Warren, Mackey & Serritella, P.C.; Christina Place II Condominium Association; Starr, Bejgiert, Zink & Rowells; Codilis & Associates; Cook County Sheriff's Police Department and Hauselman, Rappin & Olswang, Ltd)

PIERCED CORPORATE VEIL

249. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

250. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

251. As a direct and proximate result of [Defendant/Defendants] *Violation of Pierced Corporate Veil*, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

(a). In this cause-of-action, the Plaintiffs seek that the “*corporate veil(s)*” are

pierced, in this action, so that the corporations cannot be regarded as a legal entity separate from its shareholders.

(b). Plaintiffs seek that the court hold the individuals (whether officer, director, shareholder, parent corporation, and/or subsidiary), personally liable.

(c). Plaintiffs seek that the court treat the individual defendants as within the alter ego doctrine and find each of the defendants personally liable for the claims in this action and damages as addressed herein.

(d). The defendant corporations were so controlled as the *alter ego* or mere instrumentality of its owners were established for the purposed of committing fraud, deception, bad faith, abuse of the corporate forum, to defraud the government, breach the public trust, unjust enrichment, abuse of power, visiting injustice upon Plaintiffs, but not limited thereto.

(e). This case involves many federal questions and some of the claims deal with racketeering, conspiracy, corruption, fraud, but not limited thereto.

(f). The individual defendants should be made personally liable for damages caused by a corporation's of a federal statute and the veils should be pierced.

(g). On information and belief, there are causes-of-action in this case arising under federal statutes, issues of public policy, and possibly federal and/or state public funds are involved, but not limited thereto.

(h). On information and belief, there was a high interdependency of business operations in the form of formal and informal consolidation of financial, strategic, legal, and human resources operations, but not limited thereto.

(i). It is inequitable for the defendants to be allowed to invoke the corporate shield

and avoid financial obligations.

(j). The corporate veil should be pierced to treat the defendant corporations' acts as if done by those actually controlling the corporations, in the interests of public convenience, fairness, equity, but not limited thereto.

(k). On information and belief, there is a unity of interest, ownership, and benefit separate personalities of the corporation and its corporate shareholders no longer exist.

(l). the acts of the defendant corporations should not be treated as those of the corporation alone.

(m). If the defendant corporations were to be treated as those of the corporation alone, then an inequitable result will follow and this equitable remedy *doctrine* of piercing the corporate veil should be granted to achieve an equitable result.

(n). On information and belief, the parent, subsidiary, and/or affiliate corporations, have the following in common, but not limited thereto: **(1).** benefactors; **(2).** contracts; **(3).** stock ownership; **(4).** directors or officers; **(5).** business departments; **(6).** consolidated financial statements and/or tax returns; **(7).** parent finances the subsidiaries and/or affiliates; **(8).** parent caused the incorporation of the subsidiaries and/or affiliates; **(9).** operations of grossly inadequate capital (undercapitalization); **(10).** Parent and/or affiliates pay the salaries and other expenses of the subsidiaries and/or affiliates; **(11).** the subsidiary receives no business except that given to it by the parent and/or the affiliate corporations; **(12).** the parent uses the subsidiary's property as its own; **(13).** the daily operation of the corporations are not kept separate; and **(14).** the subsidiary does not observe the basic corporate formalities (such as keeping separate books and records as well as holding shareholder and board meetings, but not limited thereto).

(o). On information and belief, there are interlocking directors and officer positions between the parent, subsidiaries, and/or affiliate corporations; intercompany agreements, contracts, ownerships, benefactors, but not limited thereto.

(p). On information and belief, there is substantial control by the parent entity defendant corporations over the finances, policies and practices of the subsidiary and/or affiliate corporations to such a degree that the parent entity operates the controlled corporation merely as its business conduit or agent.

(q). On information and belief, the alter ego analysis/test is the same under state or federal law; there is abuse of the corporate form and this court should employ the tool of equity known as *veil-piercing*.

(r). On information and belief, the court may disregard the corporate entity and hold a corporation's shareholders personally liable for the acts and debts of the corporation's (whether parent, subsidiaries, affiliated companies, but not limited thereto).

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (**\$4,905,771.87**) in actual damages. (**TO BE DETERMINED**) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (**\$14,717,315.61**) in treble damages and Forty Million Dollars (**\$40,000,000.00**) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT X – UNJUST ENRICHMENT

**Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)**

252. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

253. **[Defendant/Defendants] [has/have]** acted under the color of law when **[Defendant/Defendants]** deprived Plaintiff of **[his/their]** federal rights, property interests and otherwise discriminated against **[Plaintiff/Plaintiffs]** based upon the illicit acts by the **[Defendant/Defendants]**.

254. As a direct and proximate result of **[Defendant/Defendants]** *Violation of Unjust Enrichment*, **[Plaintiff/Plaintiffs]** **[has/have]** sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

255. Defendant(s) obtained funds and/or profits from the plaintiff(s) by fraud perpetrated by the Defendants and the taking of undue advantage of the Plaintiffs in the manner described above. Defendants' conduct gives rise to a cause of action on behalf of Plaintiffs under the equitable remedy of unjust enrichment, which cause of action is hereby stated.

256. That continually from the period of 2008 and 2016 of this "*Verified Complaint*"

Defendants, as a result that, the Plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the Defendant(s), as aforementioned.

257. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

258. That during the period of 2008 thru 2016 of this verified complaint plaintiff filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant(s), of their harm to the Plaintiffs.

259. That the Defendant(s) by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) enriched their stature, financial enlargements and camaraderie from the Defendant(s) plot to defraud and destroy the Plaintiffs.

b). Defendant(s) received benefit and favors of the system that surpassed the rights of the regular citizens by the rules of law; for their plot against the Plaintiffs.

260. That by reason of the set forth in the "*Verified Complaint*" of paragraphs above as a result of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness.

Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have made and acquired.

261. As a direct and proximate result of the [Defendant/Defendants] violations of [Plaintiff/Plaintiffs] constitutional rights, [Plaintiff/Plaintiffs] [has/have] suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (\$4,905,771.87) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT XI - §1986 CONSPIRACY
Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

262. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections,

paragraphs, and sub-paragraphs] as if fully set forth herein this count.

263. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

264. As a direct and proximate result of [Defendant/Defendants] *Violation of §1986 Conspiracy*, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as aforementioned in this "*Verified Complaint*".

c. The Plaintiff believe that their telephones and computers are being tap by the Defendant(s).

265. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" Defendants, as a result that, the Plaintiffs exercised their constitutional, State and local rights to defend themselves and their properties against corruption against the defendants, as aforementioned.

266. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

267. That, during the period of 2008 thru 2016 of this "*Verified Complaint*" plaintiff filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the

United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the Defendant(s) on many occasion, Plaintiffs had warned the Defendant(s) of their harm, to the Plaintiffs.

268. That the Defendant(s) by its servants, agents and employees was then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) in their capacity being learned in the laws, conspired to destroy the Plaintiffs and take Plaintiffs way of life; breaching of their fiduciary duties inherent in their positions and the Defendant(s) refusal of their reasonable aid for the Plaintiffs to prevent the extreme harm from and by the Defendant(s).

269. That by reason of the set forth in the "*Verified Complaint*" of paragraphs, above as a result, of the aforesaid intention and directly or indirectly, of the said Defendants, as a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiff has been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have acquired.

270. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents (\$4,905,771.87) in actual damages. (TO BE DETERMINED) in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents (\$14,717,315.61) in treble damages and Forty Million Dollars (\$40,000,000.00) in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

COUNT XII - EMOTIONAL DISTRESS

Violation of Plaintiffs' Federal and Legal Rights
(Against all Defendants)

271. Plaintiffs, Marvin Faulkner and Samuel C. Umunna, incorporates and restates each of the above paragraphs [in reference each allegation in all of the above sections, paragraphs, and sub-paragraphs] as if fully set forth herein this count.

272. [Defendant/Defendants] [has/have] acted under the color of law when [Defendant/Defendants] deprived Plaintiff of [his/their] federal rights, property interests and otherwise discriminated against [Plaintiff/Plaintiffs] based upon the illicit acts by the [Defendant/Defendants].

273. As a direct and proximate result of [Defendant/Defendants] *Violation of Emotional Distress*, [Plaintiff/Plaintiffs] [has/have] sustained injuries and/or damages.

a. The Plaintiff(s) is targeted and harmed physically, by illness and emotionally distress of the illicit plot by the Defendant(s).

b. The Plaintiff(s) have suffered extreme financial damages as

aforementioned in this "*Verified Complaint*".

c. The Plaintiffs telephones and computers appears tapped.

274. That continually from the period of 2008 and 2016 of this "*Verified Complaint*" defendants, as a result that, the Plaintiffs exercised their Constitutional, State and Local Rights to defend themselves and their properties against corruption against the Defendants, as aforementioned.

275. The Defendant(s), herein, both directly and indirectly, individually and through its agents, servants and employees, herein in this Count XI §1986 Conspiracy well knowing its duty in this regard, under the color of law, carelessly and prior thereto, caused and permitted said harm to become and remain against the Plaintiffs.

276. That during the period of 2008 thru 2016 of this "*Verified Complaint*" Plaintiffs filed complaints with the FBI, the Judicial Board, to the Circuit of Cook County, the United States District Court for the Northern District of Illinois, Eastern Division for protection against the Plaintiffs from the defendants on many occasion, Plaintiffs had warned the Defendant, of their harm to the Plaintiffs.

277. That the Defendants by its servants, agents and employees were then and there guilty of one or more of the following harms, negligent acts and/or omissions:

a). Defendant(s) in their conspiracy/plot to defraud Plaintiffs by damaging the Plaintiffs' way of life of the Defendant(s)' intimidation, using color of law to aid the goals of the Defendants' purpose of ill-gotten gain forced the Plaintiffs to become afraid of everyday life, file bankruptcy, increase stress to the Plaintiffs, for Plaintiffs' aggressive legal litigation to defend Plaintiffs' person and properties.

278. That by reason of the set forth in the "*Verified Complaint*" of paragraphs, above as a result, of the aforesaid intention and directly or indirectly, of the said Defendants, as

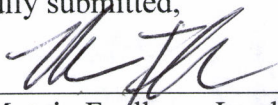
a result that, Plaintiffs, Marvin Faulkner and/or Samuel C. Umunna, was caused to suffer divers temporary and permanent fear and harm to their way of life, bodies, financial depletion, their reputation, their ability of life, liberty and the pursuant of happiness. Plaintiffs been and will be prevented from attending to their usual affairs and duties and has lost and will continue to lose great gains they would otherwise have made and acquired.

279. As a direct and proximate result of the **[Defendant/Defendants]** violations of **[Plaintiff/Plaintiffs]** constitutional rights, **[Plaintiff/Plaintiffs]** **[has/have]** suffered severe and substantial damages. These damages include lost of income, lost of benefits, lost of investments, diminished earnings capacity, lost of career and business opportunities, litigation expenses including attorney fees, loss of reputation, humiliation, intimidation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

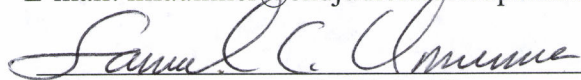
WHEREFORE, Plaintiffs are requesting against the Defendant(s) and in Favor of the Plaintiffs in the amount of Four Million Nine Hundred Five Thousand Seven Hundred Seventy-One Dollars and Eight-Seven Cents **(\$4,905,771.87)** in actual damages. **(TO BE DETERMINED)** in compensatory damages. Fourteen Million Seven Hundred Seventeen Thousand Three Hundred Fifteen Dollars and Sixty-One cents **(\$14,717,315.61)** in treble damages and Forty Million Dollars **(\$40,000,000.00)** in punitive damages; releasing Plaintiffs, Marvin Faulkner and Samuel C. Umunna from harm by the defendant(s); attorney's fees and costs (*if applicable*) and any other just remedy that this Honorable Court believes is just and in favor of the Plaintiffs.

DATE: February 19, 2016

Respectfully submitted,


Marvin Faulkner, Lead Plaintiff

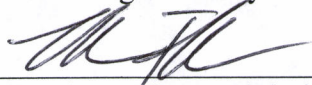
Marvin Faulkner, Plaintiff
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Samuel C. Umunna, Co-Plaintiff

Samuel C. Umunna, Plaintiff
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E-mail: samummuna@juno.com

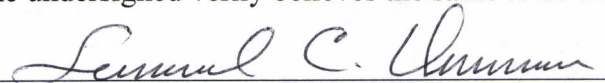
VERIFICATION

Under penalties as provided by law, Marvin Faulkner, Plaintiff, states that he has read the foregoing *Verified Complaint* and on the basis of personal knowledge, the review of relevant documentation and discussion with knowledgeable personnel certifies that the statements set forth therein are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned, on behalf of Plaintiff, certifies as aforesaid that the undersigned verily believes the same to be true.


Marvin Faulkner, Plaintiff

VERIFICATION

Under penalties as provided by law, Samuel C. Umunna, Plaintiff, states that he has read the foregoing *Verified Complaint* and on the basis of personal knowledge, the review of relevant documentation and discussion with knowledgeable personnel certifies that the statements set forth therein are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned, on behalf of Plaintiff, certifies as aforesaid that the undersigned verily believes the same to be true.


Samuel C. Umunna, Plaintiff